

**OhmConnect Texas LLC dba OhmConnect Energy**  
**Terms of Service**

This Terms of Service document (“TOS” or “Terms”) contains the terms and conditions through which electric service will be supplied to you (“you” or “Customer”) by OhmConnect Texas LLC dba OhmConnect Energy (sometimes referenced as “Company” or “we” or “us” or “OhmConnect Energy”), a Retail Electricity Provider (“REP”) granted Public Utility Commission of Texas (“PUCT”) Certificate No. 10280. Unless explicitly stated in each section, this document applies to both Postpaid and Prepaid plans. This TOS document, together with your enrollment documentation, your Electricity Facts Label (“EFL”), Your Rights as a Customer (“YRAC”), and your Prepaid Disclosure Statement (“PDS”) if your product is Prepaid, constitute the agreement between us and you (collectively, the “Agreement”). By entering into this Agreement with Company, you are giving Company the right and authority to supply electricity to all of the electric service accounts (“Accounts”) listed in this Agreement, including initiating the transfer of your Accounts to Company and gathering all applicable meter information. The terms “includes” or “including” mean including without limitation.

**Contact Information**

<b>REP Mailing Address</b> OhmConnect Energy PO Box 920919 Houston, TX 77018	
<b>REP Customer Service</b> Toll Free: (855) 961-4646 CST Email: <a href="mailto:Service@OhmConnect.com">Service@OhmConnect.com</a> <b>Website:</b> <a href="http://OhmConnect.com/texas">OhmConnect.com/texas</a>	M-F 8 am to 5 pm

**1. PRODUCT TYPES**

We offer the following product types. Only the specific Section 3 or 4 below for your product type will apply to your Agreement. Your EFL contains your specific product type and term information.

**Fixed Rate Products (Term):**

Company can make changes to the provisions of the Agreement at any time during the contract term with appropriate notice except for changes to your price other than stated in this section or the length of your contract term. We will notify you of any material change to the Agreement in writing at least fourteen (14) days before any change to the Agreement will be applied to your bill or take effect. If you do not cancel the Agreement before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not required for a change that is beneficial to you. Your charges and pricing formula during the contract term are subject to changes to reflect changes in the TSDP charges, changes imposed by ERCOT or Texas Regional Entity administrative fees charged to load or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on REPs, including OhmConnect Energy, that are beyond our control.

*Default Renewal Product:* The Default Renewal Product applies to customers whose contract term has expired and who have not selected a new term contract. You will not experience any interruption in your electric service, as we will automatically continue under our month-to month default renewal plan at the then current price, which you can cancel at anytime without penalty. You will receive an EFL for the default renewal product with your Agreement expiration notice. A Customer’s account that has transitioned to a default renewal plan may contact us to enroll on a different product for which they may be eligible at any time and there will be no termination fee associated with making this change.

*Agreement Expiration Notice:* You will receive three written notices prior to the expiration of your contract term specified in your EFL. A final expiration notice will be sent to you at least 30 days before the end of your contract term specified in your EFL for contract terms of more than four months, or at least 15 days before the end of your contract term specified in your EFL for contract terms of less than four months. You have the right to terminate your Agreement without penalty if you terminate your Agreement within 14 days of its expiration date. If you do not take action to ensure that you continue to receive electric service upon the expiration of your Agreement you will continue to be served by us automatically under a default renewal product on a monthly basis after the end of your initial contract term, until you switch to another provider, select another OhmConnect Energy electric service plan, or we terminate or disconnect your electric service.

**Variable Products (Month-to-Month):**

Your price will vary as set forth in your EFL. Company can make changes to the provisions of the contract at any time with appropriate notice except for changes to the length of your contract term. We will notify you in writing of any material change at least 14 days before the change to the contract will be applied to your bill or take effect. If you do not cancel the contract before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not

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required for a change that is beneficial to you.

**2. PRICING**

You agree to pay the price and other charges indicated in the EFL, plus applicable transmission and distribution utility (“TDU”) delivery charges, plus non-recurring fees charged by the TDU that are necessary to implement and/or maintain electric service for you plus applicable Taxes (see Taxes below). Non-recurring fees by the TDU may include service connection, disconnection or reconnection fees, meter test fees or special out-of-cycle meter read fees. Non-recurring fees will appear as line items on your bill. You also agree to pay any additional fees and maintain any applicable balances on your account per this TOS, and the PDS as applicable. Prepaid products require an advanced meter (“smart meter”) that has been provisioned by your TDU.

**3. TERMS APPLICABLE TO POSTPAID PLANS:**

**(a) BILLING, PAYMENTS and PAYMENT ARRANGEMENTS**

Your normal billing cycle is monthly. As a result, we will provide a bill every month that will include current charges and the total amount due. Payment is due 16 calendar days from the date shown on the bill. If the 16<sup>th</sup> day falls on a Federal holiday or weekend, then the due date shall be the next business day after the 16<sup>th</sup> day. You agree that we may issue a bill less frequently if we do not receive meter readings or usage information from the TDU or ERCOT in time to prepare and send a monthly bill. We may calculate a bill based on estimated meter readings if actual meter readings are not available from the TDU or ERCOT. Once actual meter readings are received, we will true-up any prior estimated reads on subsequent bills.

If your plan required you to enroll in electronic billing, your bill will be provided to you electronically via the email address you have provided to us. It is your responsibility to ensure this email address is kept in working order and for you to notify us of any changes to the email address. We may provide occasional, electronic (email and/or short message service or text (SMS)) messages indicating your current balance and other aspects of your account. If you did not opt for electronic billing, your bill will be mailed to you. You may enroll in automatic payments or make ad-hoc payments via any of the following methods, as may be available and offered by Company: Check, money order, credit/debit card, recurring payment by bank draft (ACH), and/or cash at a payment location.

Please note that automatic payments may be processed up to 5 days before the due date to allow for confirmations from financial institutions. If you agree to pay us by a debit card, credit card, or bank account, your initial application to obtain service will serve as your authorized signature for such transactions and we will debit the full amount of each month bill, including late payment charges and any fees from your debit card, credit card or bank account. If you fail to pay any amount due under this Agreement, we will debit the amount due with the saved payment method on file. When a balance has been due for over thirty (30) days, we may report the past due amount to a third-party agency, for purposes of collecting the past due amount. You will also be responsible for all reasonable fees and expenses we incur as a result of our attempt to collect the amount due, including collection agency and attorney fees. If you dispute any balance due, you must notify us immediately, in writing, of the disputed balance. Such writing shall include, but not be limited to: i. the account information of the account in dispute; ii. be signed by an authorized person; iii. the amount of the dispute; and iv. the nature of the dispute. We may notify credit agencies of any failure to pay. We reserve the right to refuse debit card, credit card, or bank account payment methods if there are two or more returned, cancelled, and/or reversed payments by your financial institution(s) in a rolling 12-month period. If two or more instances have occurred within the past 12 months, cash is required.

Any payment refunds will be made in accordance with PUCT rule §25.478. We will refund any credit balance so long as the credit balance equals or exceeds \$5.00 by either crediting the funds back to the credit or debit card used to make the payment or mail a check in your name to the billing address identified on your account. If the credit balance is less than \$5.00, you may reach out to us to request a refund of the balance. The normal timeline for refunds is 7 to 10 business days from the final meter reading. All Merchant Service (payment processing) fees, as applicable for each credit or debit card transaction, may be passed through without mark up.

If you agree to purchase other products or services from us or you purchase products or services that are offered by us but provided from our affiliates or other third parties (“Third Party Services”), you acknowledge that the bill we provide you may include the charges for those products and services, provided as a line item. We will apply all payments you make on your bill first to the amounts you owe us for electric service and then to the other products and services. If you’ve signed up for any of our other products or services, we may transfer any outstanding balance from your previous accounts with us to your current account.

**(b) Additional Non-Recurring Charges:** In addition to what you may pay in accordance with the pricing section here-within,

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you may also be charged for the following items up to the amounts listed:

- Late Payment Penalty: 5%. If you do not pay your bill by the due date, we may charge you a Late Payment Penalty of 5% on the amount for the previous invoice's past due balance. The one-time penalty of 5% will not be applied to any balance to which the penalty has already been applied.
- Returned Payments: \$25
- Disconnection charge: \$25
- Reconnection charge: \$25

**(c) Assistance Programs:** Low-income and energy assistance programs may be available to customers who have severe financial hardship and temporarily may be unable to pay their bills. The program is funded by Company customers, but its availability is subject to the availability of adequate funding. You may contribute to this program on your bill each month. There may be other programs available to customers and customers should direct all inquiries to either the Company or by dialing 211.

**(d) Payment Plans:** Please contact us if you anticipate having difficulty paying your bill by the due date. You may be eligible for payment assistance or a deferred payment plan. A deferred payment plan allows you to pay an outstanding bill in installments that extend beyond the due date of the next bill. Deferred payment plans are also available for customers whose bills become due during an extreme weather emergency as declared by your TDU; during a state of disaster declared by the governor in the area covered by the declaration, as directed by the PUCT; or to customers who were previously under-billed by \$50.00 or more. If the under-billing is \$50.00 or more, we will offer a deferred payment plan option for the same length of time as that of the under-billing. A deferred payment plan may not be offered to customers whose underpayment is due to theft of service.

**Average Payment Plan (Budget Billing) -** You may be eligible for our average payment plan based on a 12-month period if your OhmConnect account is not delinquent. Under this plan, you will receive an estimated bill that is the same amount each month during the period (subject to quarterly or semi-annually reconciliation). At the end of each period, we will reconcile the amount you have paid against the amount you would have paid based on actual usage and the entire difference will be added to (or subtracted from) your next bill. We may require a deposit to participate in the plan. An average payment plan does not affect your obligation to pay for all actual usage and other associated charges, taxes, and fees. Low Income customers as defined by the state are eligible for average payment plans.

If you are not currently on a deferred payment plan or average plan, we will make a deferred payment plan available, upon request, for a bill that becomes due in July, August, or September to a residential customer that meets the following requirements: 1) customers designated as Critical Care Residential Customers or Chronic Condition Residential Customers; or 2) customers who have expressed an inability to pay unless they have been disconnected during the preceding 12 months, have submitted more than two payments during the preceding 12 months that were found to have insufficient funds available, or have received service from us for less than three months and demonstrate a lack of sufficient credit or a satisfactory payment history with their previous electric service provider. You may choose: (a) a plan that requires an initial payment no greater than 50% of the amount due and the remainder paid over at least five billing cycles a level or (b) an average payment plan.

Similarly, we will make a deferred payment plan available upon request for the same eligible customer classes for a bill that becomes due in January or February if, in the prior month, the TDU notified the PUCT of an extreme weather emergency for the customer's county in the TDU service area for at least five consecutive days during the month.

All customers should be advised that if they choose to enter into a deferred payment plan or an average payment plan, a switch-hold may be placed on their account. A switch-hold means that you will not be able to buy electricity from other companies until you pay the past due amount owed to Company. The switch-hold will be removed after your final payment on this past due amount is processed. While a switch-hold applies, if you are disconnected for not paying Company, you will need to pay us to get your electricity turned back on.

**(e) DEPOSITS**

We do not deny electric service based on your credit score. However, a deposit may be required before receiving electricity service if you cannot demonstrate satisfactory credit. If a deposit is required, because satisfactory credit could not be demonstrated, the total amount of your deposit (initial and additional) will not exceed an amount equal to the greater of either (1) the sum of the next two months estimated billings, or (2) one-fifth of the estimated annual billing. The Company may base the estimated annual billing for initial deposits for customers on a reasonable estimate of average usage for the customer class. If you transfer your electric service with us to a new address, your existing deposit may be transferred to your new

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address.

An initial deposit is not required for an existing customer unless the customer: (i) was late paying a bill more than once during the last 12 months of electric service or (ii) had electric service terminated or disconnected for non-payment during the last 12 months of electric service or (iii) the customer's actual billings for the last 12 months are at least twice the amount of the original average of the estimated annual billings. Under this scenario, the customer may be required to pay a deposit within ten days after issuance of a written disconnection notice that requests such deposit. If required in this case, then then it will be calculated as described in this above. We may disconnect electric service if the additional deposit is not paid within ten days of the request, provided a written disconnection notice has been issued to the customer.

If we hold your cash deposit longer than 30 days, your deposit will accrue interest from the day we received it at the interest rate established annually by the PUCT. We will credit any accrued interest on your deposit to your account either on your January bill each year or on your final bill.

You may avoid paying a deposit if (1) you have a satisfactory credit rating through a consumer reporting agency, (2) you are at least 65 years of age and you do not have a delinquent balance with your current electric service provider, (3) you are medically indigent or, (4) you have been a victim of family violence and can provide a certification letter by the Texas Council on Family Violence. Please contact us for additional information if you believe you may be eligible for one of these options. You may send documentary proof of any of the above by emailing [Service@OhmConnect.com](mailto:Service@OhmConnect.com).

If you establish satisfactory credit with us by making timely payments for 12 consecutive months, then we will apply the deposit plus accrued interest to your account. If you do not establish satisfactory credit with us during the time you receive electric service from us, then we will apply the deposit plus accrued interest against the outstanding balance on your final bill. We will refund any credit balance so long as the credit balance equals or exceeds \$5.00 by either crediting the funds back to the credit or debit card used to make the payment or mail a check in your name to the billing address identified on your account. If the credit balance is less than \$5.00, you may reach out to us to request a refund of the balance. Please note that a \$3.00 Closeout Balance Refund Fee may be deducted from your Closeout Balance prior to issuing you a refund. The normal timeline for refunds is 7 to 10 business days from the final meter reading.

**(f) DISCONNECTION OF YOUR SERVICE**

WE MAY REQUEST DISCONNECTION OF YOUR ELECTRIC SERVICE IF YOU DO NOT PAY ANY DEPOSIT OWED OR THE PAST DUE AMOUNT OF YOUR ELECTRIC SERVICE BILL IN FULL BY THE DUE DATE ON ANY DISCONNECT NOTICE. We will notify you in writing at least 10 calendar days (21 days if you are a chronic condition or critical care customer) before we disconnect electric service. We may request disconnection of your electric service without prior notice immediately under specific situations, including the existence of a dangerous condition at your service address or theft of electric service.

**(g) RECONNECTION OF YOUR SERVICE**

If your electric service is disconnected for non-payment, you must pay all outstanding balances or enter into a payment arrangement or deferred payment plan, if applicable, prior to being reconnected. If your service was disconnected due to a dangerous condition, your service will be reconnected once you notify the Company that you have corrected or satisfactorily resolved the dangerous condition.

**(h) Critical Care and Chronic Condition Customer:** If you have a person permanently residing in your premise who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life, you may apply for designation as a Critical Care Residential Customer. If you have a person permanently residing in your premise who has been diagnosed by a physician as having a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the condition, you may apply for designation as a Chronic Condition Residential Customer. To be considered for such designation, the PUCT-approved form must be submitted by facsimile or other electronic means to the TDU by a physician. The TDU will notify you of the final status of your designation as a Critical Care or Chronic Condition Residential Customer, and will notify you when such designation will expire and whether you will receive a renewal notice. The TDU will also notify us about your status. Designation as a Critical Care or Chronic Condition Residential Customer does not relieve you of your obligation to pay for electric service that you receive from us. To view this PUCT rule, please go to <http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.497/25.497.pdf>

**4. TERMS APPLICABLE TO PREPAID PLANS:**

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**(a) BILLING, PAYMENTS and PAYMENT ARRANGEMENTS**

On a Prepaid plan, Company will not send a recurring billing statement. Monthly bills are not issued for your account. However, we will provide occasional, electronic (email and/or short message service or text (SMS)) messages indicating your current balance and other aspects of your account. Your account will be adjusted periodically to reflect actual TDU charges and any other non-recurring charges. We may use estimated meter readings absent actual meter readings from the TDU or ERCOT. Once actual meter readings are received, we will adjust your balance accordingly. Additionally, we reserve the right to adjust your balance as permitted by Law. "Law" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction, including ERCOT. Public Utility Commission (PUC) rules and guidelines can be viewed at: <http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/Electric.aspx>.

For Prepaid plans, payment for electricity must be made, received, and posted before you can receive power. Some plans may require you to have an active credit or debit card linked to your account or establish e-banking. You may also be subject to automatic withdrawals of the Recharge Amount. If you are on a plan subject to these terms, and you do not maintain the minimum requirements, you could be subject to fees or disconnection. Please refer to your EFL and PDS for the specific terms of your plan. If you are a Customer on a prepaid contract, instead of receiving a monthly bill, we (or an authorized payment center) will provide you a purchase receipt or confirmation number that will show you the amount of money added to your account through email or SMS message.

Any payment refunds will be made in accordance with PUCT rule §25.478. We will refund any credit balance so long as the credit balance equals or exceeds \$5.00 by either crediting the funds back to the credit or debit card used to make the payment or mail a check in your name to the billing address identified on your account. If the credit balance is less than \$5.00, you may reach out to us to request a refund of the balance. Please note that a \$3.00 Closeout Balance Refund Fee may be deducted from your Closeout Balance prior to issuing you a refund. The normal timeline for refunds is 7 to 10 business days from the final meter reading. All Merchant Service (payment processing) fees, as applicable for each credit or debit card transaction, may be passed through without mark up.

**(b) Additional Non-Recurring Charges:** In addition to what you may pay in accordance with the pricing section here-within, you may also be charged for the following items up to the amounts listed:

- Returned Payments: up to \$25
- Disconnection charge: up to \$10
- Credit/Debit card payment processing fee: \$2.95

**(c) Assistance Programs:** Low-income and energy assistance programs may be available to customers who have severe financial hardship and temporarily may be unable to pay for their electricity. The program is funded by Company customers, but its availability is subject to the adequate funding. You may contribute to this program on your bill each month. There may be other programs available to customers and the customer should direct all inquiries to either the Company or the PUCT. Please call us for additional information on these programs.

If your account balance falls below the Disconnection Balance, and you have difficulty making a payment to restore a positive balance to reconnect your electric service, you may be eligible for a deferred payment plan. Please refer to your disclosure document for payment information including payment locations and acceptable payment methods.

**(d) DISCONNECTION OF YOUR SERVICE**

WE MAY REQUEST DISCONNECTION OF YOUR ELECTRIC SERVICE WHEN YOUR ACCOUNT BALANCE DROPS BELOW THE DISCONNECTION BALANCE AS LAID OUT IN YOUR PDS. You will be sent a warning notice, Low Balance Alert, one (1) to seven (7) days before your Account Balance is expected to fall below the Disconnection Balance. Depending on the amount of electricity consumed, the Account Balance may fall below the Disconnection Balance more quickly than expected, resulting in disconnection in as little as one day after you receive the Low Balance Alert. Your failure to maintain a valid phone or email contact will not prevent your electric service from being disconnected. Please call us if you anticipate having difficulty adding funds to your balance. We may request disconnection of your electric service without prior notice immediately under specific situations, including the existence of a dangerous condition at your service address or theft of electric service.

**(e) RECONNECTION OF YOUR SERVICE**

If your electric service is disconnected for non-payment, and your account has a negative balance, you must pay off that amount in addition to the amounts disclosed in the above "Fees" section of your PDS. In order to restart prepaid electric service, you must meet the Reconnection Balance per your PDS, or you must setup a payment arrangement or deferred

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payment plan if applicable, prior to being reconnected.

**5. CANCELING YOUR AGREEMENT**

<p><u>Right of Rescission</u></p> <p>If you are switching energy providers at your existing service address, you may cancel your acceptance of the Agreement without penalty or fee by contacting us before midnight of the third federal business day after you receive your Agreement through the mail or email, as applicable. This right of rescission is not applicable to move-in requests.</p> <p>To cancel the Agreement under this Right of Rescission, you may call us at (855) 961-4646; mail us at the address listed above; or e-mail us at <a href="mailto:Service@OhmConnect.com">Service@OhmConnect.com</a></p> <p>You must include the following information:</p> <p>“I am exercising my right to rescind the Agreement as authorized in the OhmConnect Energy TOS.</p> <p>Name: _____</p> <p>Address: _____</p> <p>Phone number: _____</p> <p>ESID (Account) number: _____</p> <p style="text-align: right;">”</p>
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The term under this Agreement will begin on the first meter read date set by your TDU following the start of the term stated in the EFL, and will continue for a period specified in your EFL unless earlier terminated in accordance with the terms hereof. Your meter read date is set by your TDU; therefore, we are not liable for any resulting delay in commencement of electric service. At the end of your Agreement term, you may cancel or terminate your Agreement by switching to a new provider. If you cancel the Agreement before the end of your Agreement term, you agree to pay the early termination fee (“ETF”) in the amount indicated in the EFL, and you must select another REP in order to continue to receive electric service. If you move from your existing premise during the Agreement term you are under no obligation to continue the Agreement at your new location. You will be required to provide evidence that you moved. There is no ETF assessed if you relocate if you provide a forwarding address and, if requested, reasonable evidence that you no longer occupy the location specified in the Agreement. If you are on a Month-to-Month plan, you may cancel or terminate your Agreement at any time without penalty. In order to ensure timely processing, you should notify us at least 3 days before the requested termination date.

Our obligations will end after the meter read date where we are no longer designated as your REP or when your electric service is disconnected by the TDU. Your obligations under the Agreement will end, except for the provisions herein that expressly survive expiration or termination, when your account balance, including any termination fee, is paid in full.

If you cancel electric service, you may continue to receive charges for any Third-Party Services until the Third-Party Services are cancelled or terminated. You will not continue to receive charges if the Third-Party Services are scheduled to cancel automatically when your electric service Agreement with us is cancelled or terminated. You may be assessed an ETF for any non-electricity services (if applicable) in addition to your ETF for your electricity services. Please refer to additional Service Agreements for more information.

We may terminate this Agreement if: (i) you breach the terms of this Agreement or the TDU’s rules for the provision of electric service; (ii) you switch to another REP during the term of this Agreement, (iii) your TDU is unable to service your meter; (iv) we receive information evidencing that you are not eligible to receive service under this Agreement; or (iv) otherwise required or permitted by law or under the terms of this Agreement.

**6. PROMOTIONS**

Promotions, including the Watts program described below, are provided and restrictions may apply at the sole discretion of Company. Company may at any time update, change, or otherwise discontinue a promotion. Any unused, unearned, or otherwise not redeemed promotional credit or item(s) will be deemed forfeited upon disconnection. Promotional values will be utilized after all applicable spend requirements are met. The completion of a contract term length or promotional

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requirements must be fulfilled, or the value of any promotional credit or item(s) may be billed upon disconnection. Promotional awards have no refundable value.

**7. SHORT CODE MESSAGING PROGRAM**

If you participate in the Short Code Messaging Program (the “**Program**”), the terms of this Section 7 apply. By not opting out of or participating in the Program, you accept and agree to these Terms, including, without limitation, this Section 7. Any term identified in this Section 7 is limited to the Program and is not intended to modify the other Terms and any privacy policy that governs the relationship between you and OhmConnect Energy in other contexts and programs.

**(a) Program Description:** Without limiting the scope of the Program, users that participate in the Program can expect to receive recurring messages concerning their relationship with OhmConnect Energy, including, but not limited to, account-, energy service-, and energy device-related messages. When you join the OhmConnect Energy service, we will send you an SMS message to confirm your signup. You can cancel the SMS service at any time by texting STOP to 41099 or reply STOP to an existing SMS message. After you send the SMS message STOP to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just contact [service@OhmConnect.com](mailto:service@OhmConnect.com) and we will start sending SMS messages to you again.

**(b) Cost and Frequency:** Message and data rates may apply. The Program involves recurring mobile messages, which will vary in frequency. Additional mobile messages may be sent periodically based on your interaction with OhmConnect Energy. You are responsible for any message and data rates and the costs associated with participating in the Program.

**(c) Messages:** The Program allows users to receive mobile messages, and you agree that this Section 7 applies to your participation in the Program. **By participating in the Program, you agree to receive autodialed or prerecorded messages, as described in Section 7(a), at the phone number associated with your account, and you understand that consent is not required to use OhmConnect Energy’s services or to purchase any OhmConnect Energy services or products.** While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of OhmConnect Energy’s messages are sent using an automatic telephone dialing system (“ATDS” or “autodialer”).

**(d) User Opt Out:** If you do not wish to continue participating in the Program or no longer agree to these terms in Section 7, you agree to reply “STOP,” “QUIT,” “END,” “CANCEL,” or “UNSUBSCRIBE” to any mobile message from OhmConnect Energy to opt out of the Program. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing option is the only reasonable method of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable means of opting out.

**(e) Duty to Notify and Indemnify:** If at any time you intend to stop using the telephone number used to participate in the Program, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt Out process set forth above in Section 7(d) prior to ending your use of the telephone number. You understand and agree that your agreement to do so is a material part of this Agreement and these Program terms. You further agree that, **if you discontinue the use of your telephone number without notifying OhmConnect Energy of such change, you agree that you will be responsible for all costs (including attorneys’ fees) and liabilities incurred by OhmConnect Energy, or any party that assists in the delivery of the messages OhmConnect Energy sends, as a result of claims brought by the individual(s) who is later assigned that telephone number.** This duty and agreement shall survive any cancellation or termination of this Agreement or your agreement to participate in any of OhmConnect Energy’s Programs.

**YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD OHMCONNECT ENERGY, OHMCONNECT ENERGY’S AGENTS, AND ANY THIRD-PARTY SERVICE PROVIDER WE USE TO SEND MESSAGES HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM OHMCONNECT ENERGY ATTEMPTING TO CONTACT YOU AT THE TELEPHONE NUMBER YOU PROVIDED.**

**(f) Support Instructions:** For support regarding the Program, text “HELP” to 41099 or email OhmConnect Energy at [service@OhmConnect.com](mailto:service@OhmConnect.com). Please note that the use of this email address is not necessarily an acceptable method of opting out of the Program. Opt outs must be submitted in accordance with the User Opt Out procedures set forth in Section 7(d) above.

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**(g) Disclaimer of Warranty:** The Program is offered on an “as-is” basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage, or other changes made by your carrier. OhmConnect Energy will not be liable for any delays or failures in the receipt of any messages connected with the Program. Delivery of messages is subject to effective transmission from your carrier/service provider/network operator, and is outside of OhmConnect Energy’s control. Your or any other carrier/service provider/network operator is not liable for any delivered or undelivered messages associated with the Program.

**8. COLLECTIONS**

If you fail to make timely payments of the amounts due under this Agreement, we reserve the right to refer the outstanding balance to an attorney or collection agent for collection. If we refer your outstanding balance to an attorney or collection agent for collection, or if we file a lawsuit, or collect your outstanding balance through probate, bankruptcy, or other judicial proceedings, then you agree to pay all fees and expenses (including attorney fees) that we incur in the collection process. "Law" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, writ, order, decree or judgment or any interpretations by any court, agency or instrumentality that has jurisdiction, including ERCOT.

**9. LIMITATIONS OF LIABILITY**

YOU AGREE THAT CAUSES AND EVENTS BEYOND OUR CONTROL, INCLUDING ACTS OF GOD, ACTS OF ANY GOVERNMENTAL AUTHORITY, ACCIDENTS, STRIKES, AND EVENTS OF FORCE MAJEURE OCCURRING WITH RESPECT TO THE TDU, ERCOT, OR OTHER THIRD-PARTIES (“FORCE MAJEURE EVENTS”), MAY RESULT IN DELAY OR FAILURE TO PERFORM OUR OBLIGATIONS UNDER THIS AGREEMENT, OR INTERRUPTIONS IN YOUR ELECTRIC SERVICE, FOR WHICH WE WILL NOT BE LIABLE. YOU ALSO AGREE THAT WE ARE NOT RESPONSIBLE FOR GENERATING YOUR ELECTRICITY OR FOR TRANSMITTING AND DISTRIBUTING ELECTRICITY TO YOUR SERVICE ADDRESS. YOU FURTHER AGREE THAT WE WILL NOT BE LIABLE WITH RESPECT TO ANY THIRD-PARTY SERVICES INCLUDING THOSE OF ANY GENERATOR; THAT OUR LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US ARE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, UNLESS SUCH DAMAGES ARE RECOVERABLE AS AND INDEMNITY FOR CLAIMS MADE BY THIRD PARTIES. YOU 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.

**10. REPRESENTATIONS AND WARRANTIES**

YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT FOR THE ACCOUNTS LISTED IN THIS AGREEMENT. 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. THE TDU OR ERCOT SYSTEM WILL NOT DELIVER ELECTRICITY FROM A SPECIFIC GENERATING SOURCE TO YOUR SERVICE ADDRESS. IF YOU PURCHASE RENEWABLE ENERGY FROM US, YOU ARE PROVIDING FINANCIAL SUPPORT FOR RENEWABLE ENERGY GENERATION SOURCES AND NOT RECEIVING THE PRECISE ENERGY GENERATED FROM THAT SOURCE. YOU FURTHER REPRESENT THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THE AGREEMENT. WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE AGREEMENT, 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.

**11. TITLE, RISK OF LOSS AND INDEMNITY.** YOU SHALL BE DEEMED TO BE IN EXCLUSIVE CONTROL OF THE ELECTRICITY AFTER IT REACHES YOUR ELECTRIC METER AND RESPONSIBLE FOR ANY DAMAGES OR INJURY CAUSED THEREBY. YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS OHMCONNECT ENERGY AND ITS AFFILIATED ENTITIES FROM ANY AND ALL CLAIMS FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY, INCLUDING WITHOUT LIMITATION, ALL CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO ANY ACT OR INCIDENT OCCURRING AFTER THE POINT OF INTERCONNECTION OF THE TDU TRANSMISSION OR DELIVERY SYSTEM WITH YOUR METER.

**12. MISCELLANEOUS**

**(a) Power Outages and Emergencies:** Please call the TDU telephone number listed on your bill if you have an electrical emergency or a power outage.



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**(b) Dispute or Complaints:** If you have any questions, concerns, or complaints, please contact us and we will promptly investigate the matter, during which time you will not be required to pay the disputed portion of your bill, and report our findings to you. Customers may submit a complaint via email to [service@OhmConnect.com](mailto:service@OhmConnect.com), or verbally by calling (855) 961-4646 during Monday-Friday, 8 a.m. to 5 p.m. Central Standard Time. Customers with questions or disputes about their bill should contact OhmConnect Energy's customer service to assist. Customers who are unable to resolve billing or other disputes directly with OhmConnect Energy can contact the Public Utilities Commission of Texas (PUCT) Consumer Protection Division at P.O. 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. If for any reason you are not satisfied with our response, you may contact the PUCT.

**ARBITRATION NOTICE.** OhmConnect Energy may offer you the option of submitting to binding arbitration to resolve disputes arising under this Agreement that are outside of the scope governed by the PUCT. Should you agree to binding arbitration (details to be provided when the option is offered to you), YOU AND OHMCONNECT ENERGY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. Nothing in this provision waives your rights to have your complaint heard by the PUCT.

**(c) Customer Protections:** Residential and Small Commercial Customers (non-residential customers with a peak demand of less than 50 kW in the last 12 months) are afforded certain protection as defined in the PUCT Substantive Rules Section 25.471. The complete set of the PUCT Customer Protection Rules Subchapter R can be found on the PUCT's site at: <https://www.puc.texas.gov/agency/ruleslaws/subrules/electric/Electric.aspx#R>

**(d) Taxes:** You will be responsible for and indemnify us for any and all Taxes. "Taxes" means all taxes, fees, charges or assessments, whether federal, state or local, presently or hereafter imposed on you as purchaser of electricity, on us as seller of electricity, or on electricity sales transactions, including reimbursable gross receipts taxes.

**(e) Provisions that Survive:** Obligations regarding indemnity, payment of Taxes, limitations of liability, and waivers will survive the termination of the Agreement indefinitely.

**(f) Unenforceability:** If any Law enacted during the Agreement term renders the Agreement unenforceable or illegal, then we may terminate the Agreement with 30 days' notice to you and you will owe us nothing more than the obligation to make payment for the electricity previously supplied to you. "Law" means any law, statute, regulation, rule, ERCOT Protocol, exchange rule, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction, including ERCOT or any TDU.

**(g) Governing Law:** YOUR AGREEMENT WITH COMPANY IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE PROVISIONS OF THE TEXAS UNIFORM COMMERCIAL CODE SHALL GOVERN THE TERMS OF SERVICE AND ELECTRICITY IS DEEMED A "GOOD". The Uniform Commercial Code can be viewed at the following website: <http://www.statutes.legis.state.tx.us/?link=BC>

**(h) Waiver:** If either of us waives any one or more defaults by the other in the performance of any of the provisions of the Agreement, then such waiver will not be construed as a waiver of any other default or defaults whether of a like kind or of a different nature.

**(i) Antidiscrimination:** We cannot deny electric service or require a prepayment or deposit for electric service based on your 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. We also cannot use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service for products with a contract term of 12 months or less.

**(j) Relationship of the Parties; Third Party Beneficiaries.** This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and OhmConnect Energy. This Agreement shall not be construed as creating third-party beneficiary rights in any person or entity, except as otherwise expressly provided in this Agreement.

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(k) **Severability.** If any provision of this Agreement or portion of a provision is held to be unlawful, void or for any reason unenforceable, that provision (or portion of the provision), to the extent required, will be severed from these this Agreement but such severance will not affect the validity and enforceability of the remaining provisions of this Agreement.

(l) **Headings.** Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision.

(m) **Entire Agreement.** This Agreement and all other terms and conditions referenced herein constitute the entire agreement between you and OhmConnect Energy relating to the subject matter of this Agreement, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and OhmConnect Energy relating to such subject matter.

(n) **Electronic Form.** Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**13. ASSIGNMENT:** You may not assign your Agreement with us, in whole or in part, or any of your rights or obligations under the Agreement, without our prior written consent. Company may, without your consent, (i) as part of any financing or other financial arrangements, assign, sell or pledge this agreement or its accounts, revenues, or proceeds, or (ii) assign this agreement to an affiliate of Company or to any other person or entity succeeding to all or a substantial portion of the assets of Company, or (iii) subcontract, assign, transfer or sublicense any or all of our rights or our obligations under Section 14 of this Agreement without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

**14. DEMAND RESPONSE SERVICES**

As part of your plan with OhmConnect Energy you are automatically enrolled in: (a) a mobile application that can be installed by users on a mobile device (the “**App**”), and (b) certain services that are delivered through OhmConnect Energy’s servers (the “**Web App**”). Together, the App and the Web App are defined as the “**Demand Response Services.**”

BY ENROLLING IN A PLAN WITH OHMCONNECT ENERGY OR OTHERWISE ACCESSING OR USING THE DEMAND RESPONSE SERVICES, YOU EXPRESSLY AGREE TO BE BOUND BY AND ABIDE BY THE DEMAND RESPONSE TERMS OF THIS SECTION 14. IF YOU DO NOT AGREE TO THESE DEMAND RESPONSE TERMS, YOU MAY NOT ACCESS OR USE THE DEMAND RESPONSE SERVICES, AND YOU MUST IMMEDIATELY DISCONTINUE ANY AND ALL USE OF THE DEMAND RESPONSE SERVICES.

**General:** Our demand response program and energy management services are designed to help consumers decrease energy usage when energy is in high demand and at other specific times, and our demand response program also is designed to coordinate consumers’ energy reductions and load modifications and to sell aggregate reductions in energy markets and utility programs and sell potential aggregate reductions in capacity markets. For these purposes, the Demand Response Services will monitor your energy consumption by, among other things, accessing and analyzing your electricity usage records on file with your electric utility company (“**Utility Records**”). Information concerning your energy reductions, capacity for energy reductions, and load modifications is shared with electricity and capacity market regulators, grid operators, wholesalers, and retailers to measure the amount of energy saved through OhmConnect Energy’s coordination of energy reductions. For instance, you may sign up for a Service in which OhmConnect Energy will notify you in advance of energy saving events in which you can earn Watts or other rewards in exchange for reducing your energy usage during the specified windows (“**OhmHours**”), which typically are one hour in length. For more information on OhmHours, please see our guide [here](#). You also may authorize OhmConnect Energy to remotely manage your smart devices on your behalf (including, but not limited to smart plugs, smart thermostats, and home appliances) that are connected to the Internet through various enabling services (“**Connected Devices**”). For more information on managing your Connected Devices, please see our guide [here](#). To facilitate timely energy reduction, the Demand Response Services contain a feature to automate the control of Connected Devices for your Account, including during shorter events, which typically are 15 minutes in length, in which OhmConnect Energy will automatically power down or reduce the power consumption of your Connected Devices (“**AutoOhms**”). AutoOhms happen in response to real-time surges of demand in the electricity grid, so OhmConnect Energy may not provide advance notice of these events. You may at any time elect to manage your Connected Devices directly or to override any actions taken by the Demand Response Services. You are solely responsible for purchasing, maintaining and using at your own expense all utility, Wi-Fi, access to the Internet, communications and other equipment and devices

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necessary to use the Demand Response Services. You understand and agree that we are under no obligation to provide support for the Demand Response Services and any support is “as available.” These Connected Devices may be managed through services operated by third parties, such as the manufacturers of those devices and your use of such Connected Devices may be subject to the third-party provider’s terms and conditions (“**Third Party Terms**”). To use the Demand Response Services with your Connected Devices, you may need to provide certain log-in credentials or other authentications methods to the Connected Devices (the “**Connected Device Credentials**”). By providing the Connected Device Credentials for your device you agree and understand:

1. You have the authority and rights to provide your credentials or authenticate control of your devices to OhmConnect Energy;
2. Your use of OhmConnect Energy is in compliance with all applicable Third Party Terms;
3. You authorize OhmConnect Energy to control your device, based on your settings, during OhmHours, AutoOhms or as otherwise specified in your account settings.
4. You may override the automated control of your device for any OhmHour or AutoOhm event.
5. OhmConnect Energy may experience issues in device control during an OhmHour or AutoOhm due to Internet, wireless connectivity or other Demand Response Service issues and this may impact the ability to turn devices off and on. You may need to manually turn the device off or back on. You will receive notification to participate in OhmHour or AutoOhm events and you may opt out for those events, in part or in whole. We will attempt to turn all authorized connected devices off for the duration of an OhmHour. At the end of an OhmHour or AutoOhm, we will attempt to turn your connected devices back on. We will monitor all connected devices to ensure they come back on and if they do not, we will continue to try and turn them on. In the event we cannot turn a device back on after multiple attempts we will contact you via email, text, app or browser alerts.
- 6.

**Fees:** Unless otherwise noted, the Demand Response Services are provided to users free of charge in consideration of the right to monitor the energy consumption of each user and to coordinate and sell or otherwise monetize demand response, energy reductions and load modifications by the user. You acknowledge that you are not entitled to share in any revenues or benefits from such activities or to receive any compensation other than receiving points or Watts in accordance with Section 14(g).

**Energy Savings and Benefits:** Unless otherwise noted, OhmConnect Energy does not guarantee or promise any specific level of energy savings, utility bill savings, or other benefit from the use of the Demand Response Services. Actual energy savings and benefits vary depending on a variety of factors, many of which are beyond OhmConnect Energy’s control or knowledge.

#### (a) Accounts

- (i) **General.** In order to use the Demand Response Services, you must have a user account (an “**Account**”) and be an active customer with OhmConnect Energy, as part of which you shall provide certain registration information concerning your email address and other details (the “**Account Information**”). You agree to provide accurate Account Information and you agree to notify OhmConnect Energy immediately of any changes in such information.
- (ii) **Eligibility.** You must be at least 18 years old to use the Demand Response Services. By agreeing to these Demand Response Terms, you represent and warrant to us that: (a) you are at least 18 years old (or such other age as may be required in your jurisdiction to validly form legal agreements, if older than 18); (b) you have not previously been suspended or removed from the Demand Response Services; (c) you have not relied on any representation, whether oral or otherwise, of OhmConnect Energy or any employee, representative, or agent of OhmConnect Energy as an inducement to entering into these Demand Response Terms; and (d) your registration and your use of the Demand Response Services is in compliance with any and all applicable laws and regulations.
- (iii) **Responsibility.** You may change the password for your account at any time. You must maintain the confidentiality of your password. OhmConnect Energy encourages you to use “strong” passwords (passwords that use a combination of upper and lower case letters and numbers with your account). You are solely responsible for the activity that occurs on your account. You, and not OhmConnect Energy, are responsible for any use or misuse of your account, user name, or password, and you must promptly notify us of any unauthorized use of your account. OhmConnect Energy will not be liable for any losses caused by any unauthorized use of your account.

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- (iv) **Service Limitations.** Because the Demand Response Services are delivered over the Internet, the availability of the Demand Response Services is subject to certain limitations. You agree that the Demand Response Services are subject to limitations and restrictions outside OhmConnect Energy's control, which include such things as wireless network capabilities, and Internet availability. We may limit the Demand Response Service's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose. We are under no obligation to provide support for the Demand Response Services. In instances where we may offer support, the support will be subject to published policies.
- (v) **Updates to the Services.** Over time, the features and functions that are enabled within the Demand Response Services will change as our business evolves. New features and functions may be added, and others may be deleted or modified. You agree that OhmConnect Energy may update, modify, or discontinue the Demand Response Services (in whole or in part) or any features or functions within the Demand Response Services, at any time, in OhmConnect Energy's sole discretion. In order to provide you with a more seamless user experience, we may update or modify the Demand Response Services remotely without notifying you in order to ensure the safe and proper operation of the Demand Response Services (e.g., bug fixes), and you consent to such updates or changes by OhmConnect Energy.
- (b) **Licenses and Permissions**
- (i) **Use of the Services.** Subject to these Demand Response Terms, OhmConnect Energy grants you a non-exclusive, non-transferable and non-sublicensable right to access and use the Demand Response Services solely for the purpose of managing your energy consumption as described below.
- (ii) **Restrictions on License.** The Demand Response Services are licensed, not sold. OhmConnect Energy and its licensors retain all right, title, and interest in and to the Demand Response Services, all content and other subject matter contained in or made available through the Demand Response Services, and all related intellectual property rights. You obtain no rights in or to the Demand Response Services under these Demand Response Terms or any content or other subject matter made available through the Demand Response Services. You may not reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of the Demand Response Services, except as expressly authorized herein. You may not reverse engineer, decompile or disassemble any portion of the Demand Response Services, provided that to the extent the foregoing prohibitions are expressly prohibited by applicable statutory law, OhmConnect Energy shall retain the maximum protection available against reverse engineering, decompiling, or disassembly under applicable law. You also may not remove any patent, copyright, trade name, trademark, service mark, logo or other proprietary rights notice from the Demand Response Services.
- (iii) **Using the Demand Response Services with Connected Devices and Utilities:** To use the Demand Response Services with your Connected Devices, you may need to provide certain log-in credentials or other authentications methods to the Connected Devices ("**Connected Device Credentials**"). You have the ability to determine how OhmConnect Energy controls the Connected Devices through your OhmConnect Energy Account settings, and by setting such Account settings, you authorize OhmConnect Energy to control your Connected Device. You hereby authorize and permit OhmConnect Energy to use and store the foregoing information to configure the Demand Response Services so that they are compatible with the Third Party Products as defined in these Terms, including utilities and other services that may manage your Connected Devices, and for purposes of these Terms you appoint OhmConnect Energy as your agent to access these third party sites and to perform such things as you could do yourself. You understand and agree that the Demand Response Services may or may not be sponsored or endorsed by some third parties and OhmConnect Energy may experience issues in controlling a Connected Device due to Internet, wireless connectivity or other Service issues; this may impact OhmConnect Energy's ability to control your Connected Devices.
- (iv) **Information Provided by You:** By providing Account Information, Connected Device Credentials, Utility Credentials, log-in information and other relevant information (together, the "**Information**"), you are granting a license to OhmConnect Energy for the purposes described above for the purpose of providing the Demand Response Services. By providing the Information, you represent and warrant that you have the authority and rights to provide the Information and grant the relevant rights.
- (v) **Third Party Goods and Services:** The Demand Response Services may offer products (such as smart plugs, smart thermostats or gift cards) and provide links to or require functionality that interacts with third party websites, applications, products and services ("**Third Party Products**"), including those related to social media applications. Your use of the Third Party Products may be subject to the third party provider's terms and conditions ("**Third Party Terms**"). You understand and agree that OhmConnect Energy is not a party to the Third Party Terms, and is not responsible for and has no liability

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related to the Third Party Products or Third Party Terms, even though the Third Party Products are made available to you through the Demand Response Services. Your use of the Third Party Products is at your own risk. We encourage you to review and understand applicable Third Party Terms.

**(vi) Ownership:** OhmConnect Energy and our licensor(s), vendor(s), agent(s), and content provider(s) own all of the content and intellectual property made available through or featured or displayed on the Service, including software, code, trademarks and service marks, text, graphics, photographs, images, moving images, sound, and illustrations (“**Content**”). All elements of the Demand Response Services, including without limitation the general design and the Content, are protected by trade dress, copyright, moral rights, trademark, and other laws relating to intellectual property rights. The Web App may include certain animation files that are freely licensed pursuant to <https://lottiefiles.com/page/license>. You may not modify any Content and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any Content. You shall comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of the Demand Response Services. The Demand Response Services, Content, and all related rights remain the exclusive property of OhmConnect Energy or its licensors, vendors, agents, and/or Content providers unless otherwise expressly agreed, and are protected by U.S. and international copyright laws.

**(c) Acceptable Use Policy**

You may use the Demand Response Services only in compliance with these Demand Response Terms, and all local, state, national, and international laws, statutes, rules and, regulations applicable to your use of the Demand Response Services. You must not:

- (i) Post, transmit or otherwise make available through or in connection with the Demand Response Services any materials that are or may be:
  - threatening, violent, dangerous, hateful, harassing, or otherwise fail to respect the rights and dignity of others;
  - libelous, fraudulent, or otherwise tortious;
  - obscene, indecent, pornographic, or otherwise objectionable;
  - protected by copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner; or
  - otherwise unlawful.
- (ii) Post, transmit or otherwise make available through or in connection with the Demand Response Services any virus, worm, Trojan horse, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.
- (iii) Interfere with or disrupt the operation of the Demand Response Services or the servers or networks used therefore, including taking any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our systems.
- (iv) Use the Demand Response Services to establish a competitive product.
- (v) Impersonate any person, business, entity, or IP address or use the Demand Response Services for fraudulent purposes.
- (vi) Frame or mirror any portion of the Demand Response Services, or otherwise incorporate any portion of the Demand Response Services into any product or service, without OhmConnect Energy’s express prior written consent.

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- (vii) Systematically download and store Demand Response Services content, or alter, damage, or delete any content provided by OhmConnect Energy.
- (viii) Use any robot, spider, or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Demand Response Services content, or reproduce or circumvent the navigational structure or presentation of the Demand Response Services, without OhmConnect Energy’s express prior written consent.
- (ix) Bypass any measures we may use to prevent or restrict access to the Demand Response Services.

Any violation of this Acceptable Use Policy automatically terminates the permissions and licenses granted to you by OhmConnect Energy.

**(d) Privacy & Security**

By using the Demand Response Services, you consent to the collection, use, disclosure and sharing of data as set forth in OhmConnect Energy’s privacy policy located at [www.OhmConnect.com/privacy-policy](http://www.OhmConnect.com/privacy-policy) (“**Privacy Policy**”). The Privacy Policy is incorporated by this reference into, and made a part of, these Demand Response Terms. OhmConnect Energy is committed to maintaining the security of the data you provide us and will take reasonable organizational, technical and administrative measures to protect your personal information. However, the Demand Response Services are provided through wireless networks and the Internet, and there is always some risk in transmitting information over the Internet. For this reason, OhmConnect Energy cannot guarantee the security and privacy of wireless transmissions or transmissions via the Internet, and you agree that we will not be liable for any lack of security relating to the use of the Demand Response Services by you. You agree that you will not hold OhmConnect Energy liable for any damages resulting from any loss of privacy or security occurring in connection with any communications over such networks.

**(e) OhmConnect Store**

- (i) If you purchase a product or other item using a credit card or other payment method, or by redeeming your Watts as described in Section 14(g), through OhmConnect Energy’s services (the “**Store**”), the terms in this Section 14(e) apply.
- (ii) You may be required to provide a billing and shipping address. There may be limits on where we can ship Third Party Products and they may be subject to customs and export control laws and regulations. You agree to comply with all applicable international and national laws and regulations.
- (iii) By providing OhmConnect Energy with a payment method, you: (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate and (ii) authorize OhmConnect Energy to charge you for any products or services purchased using your payment method. You agree to promptly update your Account and other information, including your email address and credit card numbers and expiration dates, so that OhmConnect Energy can complete your transaction and contact you as needed in connection with your transactions. We reserve the right to terminate or suspend your transaction if your payment method is declined or if we suspect any fraud.
- (iv) We use a third party payment provider for processing payment transactions. The third party payment provider may impose insufficient funds fees, charges or other fees. We are not responsible for your interactions with third party payment providers or for any charges or fees they may impose. When you use any of the Demand Response Services that require payment, a temporary pre-authorization hold may be placed on your designated payment method to verify that the card or other payment method is valid and has funds available for your intended purchase. The amount of this pre-authorization hold may be greater or less than the order total for your transaction. In the event the pre-authorization is greater than the final amount, the difference will be released after your order is completed or cancelled; depending on your bank, it may take up to 5 business days to receive access to these released funds.
- (v) Prices and availability are subject to change at any time and without notice. OhmConnect Energy may place a limit on the quantities that may be purchased per order, per Account, per payment method, per person, or per household. If the product that you ordered is unavailable, we may offer you an alternative product. If you do not choose to purchase the alternative product, we may cancel your order.

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- (vi) OhmConnect Energy may refuse or reject any order at any time, refunding you any money you have paid for the order, for reasons that include, but are not limited to, if you have not met the conditions specified at the time of the order, if your payment cannot be processed, if the ordered Third Party Product is not available, or for pricing or other errors. In the event of pricing or other errors, we reserve the right, in our discretion, to either cancel your order or contact you for instructions.
- (vii) Unless stated otherwise, prices shown in the Store exclude taxes or charges (“**Taxes**”) that may apply to your purchase and also exclude delivery or shipping costs. Taxes and delivery or shipping costs (as applicable) will be added to the amount of your purchase and shown on the check-out page. You are solely responsible for paying such Taxes and costs.
- (viii) We work hard to publish accurate information. However, any of the content in the Store may be incorrect or out of date at any given time. OhmConnect Energy reserves the right to make changes to the Store at any time, including to product prices, specifications, offers and availability.

DISCLAIMER OF WARRANTIES and RETURN POLICY. OhmConnect Energy makes no warranties, express or implied, regarding any Third Party Products available through the Store, including any software or services provided with the Third Party Products, and there are no implied warranties of merchantability or of fitness for a particular purpose. Your purchase and use of the Third Party Products are at your own risk. The Third Party Products carry the warranties specified by the applicable third party manufacturers. WE HAVE A LIMITED RETURN POLICY, available on the [Help page](#).

**(f) User Provided Content**

The Demand Response Services may contain features that allow you and other users to make available certain content and materials, including, without limitation, text and images (“**User Content**”) through or in connection with the Demand Response Services, including through any interactive features of the Demand Response Services. Your User Content can be controlled via various privacy settings available to you on the “Settings” page. These settings will enable you to control the extent that you would like to share any of your User Content, if any. We may (but have no obligation to) monitor, evaluate, alter or remove User Content in our sole discretion before or after it appears on the Demand Response Services. We may disclose any User Content and the circumstances surrounding its transmission to anyone for any reason or purpose. OhmConnect Energy has no control over, and is not responsible for, any use or misuse (including any distribution) by any third party of any User Content. For purposes of clarity, you retain ownership of your User Content. For all User Content provided by you, you hereby grant to us and our affiliates a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable license, without additional consideration to you or any third party, to reproduce, distribute, perform and display, create derivative works of, adapt, modify and otherwise use and exploit such User Content, in any format or media, and for any purpose related to our business or the business of our affiliates (including promotional purposes, such as testimonials, and publishing User Content as such User Content may be modified and compiled by or for us). You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding your User Content that you may have under any applicable law under any legal theory. By providing User Content via the Demand Response Services, you affirm, represent, and warrant that: (a) you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize OhmConnect Energy to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section 14(f); (b) your User Content, and the use of your User Content as contemplated by these Demand Response Terms, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause OhmConnect Energy to violate any law or regulation; and (c) your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate. IF YOU CHOOSE TO MAKE ANY OF YOUR USER CONTENT (INCLUDING ANY PERSONAL INFORMATION) OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE DEMAND RESPONSE SERVICES, YOU DO SO AT YOUR OWN RISK.

(a) you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize OhmConnect Energy to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section 14(f); (b) your User Content, and the use of your User Content as contemplated by these Demand Response Terms, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause OhmConnect Energy to violate any law or regulation; and (c) your User Content could not be deemed by a reasonable

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person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate. IF YOU CHOOSE TO MAKE ANY OF YOUR USER CONTENT (INCLUDING ANY PERSONAL INFORMATION) OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE DEMAND RESPONSE SERVICES, YOU DO SO AT YOUR OWN RISK.

**(g) Watts Reward Program & Other Promotions**

The Watts reward program allows a user to receive “**Watts**” based on a user’s participation in the Demand Response Services, conditions in the energy market prevailing during relevant use periods, and conditions established by OhmConnect Energy in its sole discretion. Watts can be redeemed for a variety of goods or services that OhmConnect Energy may make available from time to time, including gift cards, activities, bill credits, discounted smart devices or cash rewards (“**Rewards**”). Rewards are available based on a variety of factors including, but not limited to, location, time of day, grid conditions, total amount of energy saved by a user, or the availability of a particular Reward at the time a user redeems their Watts. Rewards may be subject to additional terms and conditions.

Any Reward that is obtained due to OhmConnect Energy’s error or a user’s fraudulent, deceptive or illegal activity (including in violation of these Demand Response Terms or this Agreement) is void. OhmConnect Energy may add, remove or change Rewards at any time without notice. Users are solely responsible for compliance with federal, state, and local tax and other laws, and any costs, associated with accepting and using a Reward.

Watts are issued on a promotional basis only, and are not available for purchase. There is no fee associated with participating in the Watts reward program. Watts may only be used for personal use only; any commercial or business use is prohibited. Watts are non-transferable and may not be sold, exchanged, shared or assigned to or with another user or OhmConnect Energy account. Watts may not be combined with any other offers or discounts except as expressly permitted by OhmConnect Energy. OhmConnect Energy reserves the right to impose limits on the amount of Watts that a user may receive or maintain in their OhmConnect Energy account at any time, or the amount, frequency or type of Rewards for which a user may redeem Watts. Watts have no cash value and cannot be redeemed for cash, merchandise or other benefits except as expressly specified by OhmConnect Energy.

Participation in the Watts reward program requires that a customer be current on their account with OhmConnect Energy and have an active membership in the Demand Response Services, which means that a user has completed at least one qualifying activity as defined in this Section 14(g). If a user fails to have any qualifying activity over three (3) consecutive months, OhmConnect Energy may deem the user’s Account inactive, in which case OhmConnect Energy reserves the right to void all accrued Watts and any Rewards (including cash Rewards) in the inactive Account. In addition, the inactive Account may be closed or terminated, in OhmConnect Energy’s discretion. If an Account is deemed inactive, OhmConnect Energy may (but is not obligated to) use commercially reasonable efforts to notify you before the Watts are voided and/or the Account closed or terminated. A “qualifying activity” means: (a) engaging with the Service by logging into the user’s Account, (b) purchasing an item from the Store, (c) connecting a device to the Service for the first time, or (d) inviting new members to activate with the OhmConnect Service. In addition, OhmConnect Energy reserves the right, in its sole discretion, to suspend or terminate a user’s ability to receive or redeem Watts, or to void any accrued Watts in a user’s Account, if OhmConnect Energy suspects that the user’s participation in the Watts program violates these Terms or that the user is engaged in fraudulent, deceptive or unlawful activities. Termination of a user’s participation in the Watts reward program, termination of the Watts reward program, or closure of an Account, will result in all accrued Watts in the user’s Account becoming void.

Your options for redeeming Rewards will depend on your Account type and what is offered at the time of redemption. For instance, you may have the option of redeeming your Rewards by selecting Third Party Products available through OhmConnect Energy’s services and the terms in this Section 14(g) will apply to such selections using your redeemed Watts. In addition, we may impose conditions on redeeming Rewards, such as limits on how often you may redeem Watts or a minimum amount of Watts that may be redeemed at a time. Currently, unless otherwise specified, you may not redeem your Watts more than once in a 7-day period, or for any cash Reward until you accumulate enough Watts for at least \$10 in Rewards.

**(h) Referrals**

OhmConnect Energy, from time to time, may offer the opportunity to participate in its referral program (“Referral Program”), which allows you to refer new members to join OhmConnect Energy and use the Demand Response Services. At the discretion of OhmConnect Energy, referring a new member (“Referred User”) to the OhmConnect Energy platform may result



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in a reward of Watts or other awards to you for making the referral; it also may result in a reward of Watts or other awards to the Referred User. Terms and conditions for the Referral Program are available here.

#### **(i) Promotions**

OhmConnect Energy, from time to time, may offer the opportunity to participate in promotions that allows you to earn gift cards, reimbursement, free or discounted smart devices and other incentives (“Promotions”).

Promotions will describe the terms and conditions, including when the Promotions are available and what may happen if you do not complete all of the requirements as set forth in the Promotion. Promotion offer terms are meant to be consistent with and supplementary to these Terms; in the event of any inconsistency or direct conflict, the offer terms will prevail.

Promotions are offered for a limited period of time and while supplies last. Unless otherwise specified, all promotions are limited to one promotion per Account.

OhmConnect Energy reserves the right, at its sole discretion, to suspend, modify or terminate any Promotion it offers for any reason or for no reason. If you receive a gift card, smart device or other third-party product, use of these items may require your agreement to other terms and conditions between you and the manufacturer or licensor of that item.

You are solely responsible for purchasing, maintaining and using at your own expense all utility, Wi-Fi, access to the Internet, communications and other equipment and devices necessary to participate in the Promotion. Employees, officers and directors of OhmConnect Energy, its parent, subsidiaries, and affiliated companies, advertising, promotion, and production agencies, Webmasters and Web suppliers, their immediate family members (parents, grandparents, children, siblings, and spouse of any of the foregoing) regardless of where they live and individuals residing in their same household, whether related or not, are not eligible to participate in the Promotion.

Use of automated, robotic, programmed and like methods of online participation are prohibited. Persons who tamper with or abuse any aspect of the Promotion, as determined by OhmConnect Energy in its sole discretion, will be disqualified from participation in the Promotion. OhmConnect Energy may also prosecute such persons to the full extent of the law.

#### **(j) Feedback**

We always appreciate getting feedback on our products and services. If you provide us with any ideas, proposals, suggestions or other materials relating to the Demand Response Services, (“**Feedback**”), OhmConnect Energy may use such Feedback in any manner for any purpose without restriction or compensation, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous and unsolicited, and does not place OhmConnect Energy under any fiduciary or other obligation. By submitting Feedback, you represent and warrant to OhmConnect Energy that you have all necessary rights in and to such Feedback, to provide such Feedback to OhmConnect Energy and all information it contains, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information or material.

#### **(k) Marks**

All trade names, trademarks, service marks and logos on the Demand Response Services are the property of their respective owners. You are not granted any rights to use any trade names, trademarks, service marks or logos on or in the Demand Response Services under these Demand Response Terms.

#### **(l) Term and Termination of Demand Response Services**

This Agreement is effective as long as you are an active customer of OhmConnect Energy. OhmConnect Energy may terminate or suspend your use of the Demand Response Services and your participation in the Watts reward program at any time and without prior notice, for any reason or no reason, including if OhmConnect Energy believes that you have breached any provision of the Agreement, including the Demand Response Terms. Upon any such termination or suspension, all rights and licenses granted under the Demand Response Terms, including your right to use the Demand Response Services will immediately cease, and OhmConnect Energy may, without liability to you or any third party, immediately deactivate or delete your username, password and account, and all associated materials, without any obligation to provide any further access to such materials. Sections (a) and (j)-(n) of these Demand Response Terms shall survive any termination of your use of the

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Demand Response Services or your participation in the Watts reward program. The termination of a user's participation in Demand Response Services and/or the Watts reward program shall not affect the provision of electric service to the associated customer Accounts, which shall continue until terminated pursuant to the terms of this Agreement.

**(m) LIMITATION OF LIABILITY**

**OHMCONNECT ENERGY AND ITS AFFILIATED ENTITIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THESE DEMAND RESPONSE TERMS OR THE DEMAND RESPONSE SERVICES OR FOR ANY DAMAGES FOR LOST PROFITS, LOSS OF USE OF THE DEMAND RESPONSE SERVICES, LOSS OF DATA, LOSS OF PRIVACY OR SECURITY, LOSS OF OTHER INTANGIBLES, OR UNAUTHORIZED ACCESS TO OR USE OF THE DEMAND RESPONSE SERVICES, YOUR DATA OR USER CONTENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, AND EVEN IF OHMCONNECT ENERGY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, OHMCONNECT ENERGY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE DEMAND RESPONSE SERVICES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE DEMAND RESPONSE SERVICES IS TO STOP USING THE DEMAND RESPONSE SERVICES. THE MAXIMUM AGGREGATE LIABILITY OF OHMCONNECT ENERGY ARISING OUT OF OR RELATED TO THESE DEMAND RESPONSE TERMS OR THE DEMAND RESPONSE SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO OHMCONNECT ENERGY TO USE THESE DEMAND RESPONSE SERVICES, OR \$100.00, WHICHEVER IS GREATER. ALL DISCLAIMERS, LIMITATIONS, OR EXCLUSIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF THE AFFILIATED ENTITIES AS WELL AS EACH AFFILIATED ENTITY'S LICENSORS, SUPPLIERS AND SERVICE PROVIDERS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.**

**(n) Indemnity**

Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless OhmConnect Energy and the Affiliated Entities and each Affiliated Entity's licensors, suppliers and service providers from and against all claims, damages, losses, costs and expenses (including attorneys' fees) arising out of your use of the Demand Response Services or any violation of these Demand Response Terms by you. OhmConnect Energy reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

**15. EXPORT CONTROLS**

You are responsible for complying with United States export controls and sanctions laws and regulations and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (i) located in or a resident of, any country that is the subject of comprehensive U.S. sanctions, or that has been designated by the U.S. government as a "terrorist supporting" country; or (ii) on any of the U.S. government lists of prohibited or restricted end users.

**16. PRODUCT SPECIFIC TERMS FOR SOLAR BUYBACK PROGRAM**

(a) Subject to these terms and conditions for customers enrolled on OhmConnect Energy products where the EFL indicates REP will purchase excess distributed renewable generation, OhmConnect Energy agrees to purchase, and Customer agree to sell, excess energy delivered by Customer's onsite solar generation system to the grid. OhmConnect Energy will credit your account for the value of any excess energy delivered by your system to the grid on a per kWh basis. The value of any excess energy over a monthly billing cycle shall appear as a credit on your account. The kWh of excess energy shall be

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determined solely by reference to the out-flow information reported to OhmConnect Energy by the TDU for your enrolled premises. You should expect to receive credits to your account within your next billing cycle after all requirements set forth in Section 16(c) have been met.

(b) The value of any excess energy delivered by your system to the grid (and the corresponding credit amount to be applied on your bill) will be determined using the methodology contained in your EFL for the product you are purchasing from OhmConnect Energy. Customers' Solar Buyback bill credits shall be exclusive of any monthly service charge, TDU advanced meter surcharge and other applicable taxes, fees, and charges under the Contract. OhmConnect Energy will pass through all TDU charges to the Customer according to their applicable TDURetail Tariff.

(c) To participate in OhmConnect Energy's Solar Buyback Program you must (i) have an interconnection agreement in place with your TDU to connect your renewable energy system to the power grid; (ii) have a meter installed by your TDU that separately measures the in-flow and out-flow of electricity to and from your home (your TDU may assess a charge for this meter, which would be passed through to you on your OhmConnect Energy bill); and (iii) be an OhmConnect Energy electricity customer enrolled on a Solar Buyback product.

(d) Customer shall be responsible for the installation, connection, operation, maintenance, repair, as well as the disconnection and/or replacement, of its solar generating equipment in a safe and satisfactory manner and strictly in accordance with the interconnection agreement. Acceptance of Customer's participation in the Solar Buyback Program by OhmConnect Energy does not imply that Company accepts or approves of Customer's equipment and shall not constitute a review, acceptance or approval of the equipment for any purpose, including but not limited to, safety, performance, compatibility with other equipment, etc. Federal tax rules require us to collect your Social Security Number or Business Tax ID to issue 1099s or W-9 forms at the end of the year for payments made to you.

(e) The Solar Buyback Program and these terms are subject to change and may be discontinued or modified at any time. The Solar Buyback Program is subject to regulatory change. We will provide participating customers at least 14 days advance written notice of any material change or discontinuation of the Solar Buyback Program; and (ii) any changes to the Solar Buyback Program made by OhmConnect Energy as a result of a changes in law or that are beneficial to you may be made without advance notice. Customer can discontinue the Solar Buyback Program and remain a customer of OhmConnect Energy.

(f) OhmConnect Energy's Solar Buyback obligations will terminate in the event that (i) your agreement with OhmConnect Energy for the electric service under the Solar Buyback product is cancelled or terminated for any reason, including non-payment by you; or (ii) OhmConnect Energy ceases to be the retail electric provider of record for your enrolled premises for any reason.

(g) Upon termination of this Agreement, any Solar Buyback bill credits on your account will be applied to any outstanding amounts owed by you to OhmConnect Energy. Solar Buyback bill credits are not redeemable for cash.

(h) The Solar Buyback Program is intended for residential customers with onsite solar generation systems with a rated output capacity of 15 kW or less. OhmConnect Energy reserves the right to require additional information from, deny participation to, or modify the program for, any customer with a system in excess of 15 kW. You acknowledge and agree that OhmConnect Energy may contact and/or exchange information about your service, facilities and/or account with the TDU and/or ERCOT.

(i) By receiving Solar Buyback credits from OhmConnect Energy, you grant to OhmConnect Energy all rights, title, and interest related to any renewable energy certificates and compliance premiums created at your service location.

(j) As a condition to your participation in the Solar Buyback Program, you agree to release, indemnify and hold harmless OhmConnect Energy 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 onsite solar generation system or related equipment. These obligations shall survive termination of this Agreement.

(k) If you are participating in the Solar Buyback Program and you install an energy storage system in addition to your onsite solar generation system, including but not limited to a battery energy storage system, you agree to notify OhmConnect Energy prior to the installation of the energy storage system.

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**17. DIGITAL MILLENIUM COPYRIGHT ACT (“DMCA”) NOTICE**

(a) In operating the Demand Response Services, we may act as a “services provider” (as defined by DMCA) and offer services as online provider of materials and links to third party web sites. As a result, third party materials that we do not own or control may be transmitted, stored, accessed, or otherwise made available using the Service. OhmConnect Energy has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Demand Response Services. OhmConnect Energy has adopted a policy that provides for the immediate removal of any content or the suspension of any user that is found to have infringed on the rights of OhmConnect Energy or of a third party, or that has otherwise violated any intellectual property laws or regulations, or any of the terms and conditions of these Terms. If you believe any material available via the Demand Response Services infringes a copyright, you should notify us using the notice procedure for claimed infringement under the DMCA (17 U.S.C. Sect. 512(c)(2)). We will respond expeditiously to remove or disable access to the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the material. Our designated agent (i.e., proper party for notice) to whom you should address infringement notices under the DMCA is [copyrightagent@ohmconnect.com](mailto:copyrightagent@ohmconnect.com).

(c) Please provide the following information:

- 1 Identify the copyrighted work or other intellectual property that you claim has been infringed;
- 2 Identify the material on the Demand Response Services that you claim is infringing, with enough detail so that we may locate it on the Service;
- 3 A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- 4 A statement by you declaring under penalty of perjury that (a) the above information in your notice is accurate, and (b) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
- 5 Your address, telephone number, and email address; and
- 6 Your physical or electronic signature.

(c) We may give notice to our users of any infringement notice by means of a general notice on the Demand Response Services, electronic mail to a user’s e-mail address in our records, or by written communication sent by first-class mail to a user’s physical address in our records. If you receive such an infringement notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

- 1 Your physical or electronic signature;
- 2 Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- 3 A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- 4 Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.