

DIRECT ENERGY BATTERY POWER SHARE PROGRAM

Terms of Service

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

Contact Information

Direct Energy’s retail electric provider (“REP”) certificate number with the Public Utility Commission of Texas (“PUCT”) is 10040. You can contact us 24 hours a day, 7 days a week at:

Toll-free Telephone: 1-888-305-3828

Website: directenergy.com

Email: BatteryPowerShare@directenergy.com

Or, write to us at:

Direct Energy
P.O. Box 3767
Houston, TX 77253-3767

Language Preference | Preferencia de idioma

You have requested to receive your Direct Energy Battery Power Share Program information in English. If you wish to change your language preference to Spanish, please contact us at 1-888-305-3828. Usted solicitó recibir la información del Programa Direct Energy Battery Power Share en español. Si desea cambiar su preferencia de idioma al inglés, llámenos al 1-888-305-3828.

Program Description

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

Direct Energy operates its Battery Power Share Program in partnership with SolarEdge Technologies, Inc. (“SolarEdge”), the manufacturer of your battery storage system. By enrolling your battery in the Program and entering into this Agreement with us, you are also agreeing to the SolarEdge Software License Terms and Conditions.

Eligibility Requirements

To participate Direct Energy’s Battery Power Share Program, you must: (i) be a Texas customer of Direct Energy in good standing at the time of any Program event and for the duration of your participation in the Program; (ii) have an installed, operable SolarEdge battery that is registered online with SolarEdge at the enrolled account service address; (iii) have an active/signed interconnection agreement with your local Transmission and Distribution Service

Provider (TDSP) to connect your SolarEdge battery to the grid; (iv) have an Advanced Meter installed by your TDSP that separately measures the in-flow and out-flow of electricity to and from your home; and (v) have the SolarEdge battery connected to an active Wi-Fi, ethernet or LTE cellular network at the enrolled account service address; .

Right of Rescission

You have the right to rescind this Agreement without fee or penalty within three federal business days after receiving a copy of this Agreement by contacting Direct Energy at BatteryPowerShare@directenergy.com or by calling 1-888-305-3828. In your communication, please include: (i) a request to cancel your Agreement; (2) your name, address, and phone number; and (3) your Direct Energy account number or ESI ID number.

Program Participation

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

Customers that participate in the Battery Power Share Program can manage the parameters of their participation, including setting a minimum battery reserve level beyond which their SolarEdge battery will not be deployed. These Program management tools are available in the MySolarEdge app.

Program Incentives and Customer Benefits

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

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

Contract Term

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

Cancelling Your Contract and Termination

You may cancel your participation in Direct Energy’s Battery Power Share Program enrollment at any time without penalty by contacting Direct Energy at BatteryPowerShare@directenergy.com or by calling 1-888-305-3828. Cancellation will be processed and effective within two business days of receipt. You also have the ability to terminate this Agreement without penalty if you move to another premise and provide evidence of your move, if required, and a forwarding address.

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

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

Changes to Program Terms and Conditions or Discontinuation of Program

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

Communications

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

Privacy of Customer Information

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

LIMITATION OF LIABILITY; INDEMNIFICATION; DISCLAIMER OF WARRANTIES

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

AS A CONDITION TO YOUR PARTICIPATION IN THE BATTERY POWER SHARE PROGRAM, YOU AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS DIRECT 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 ENERGY STORAGE SYSTEM OR RELATED EQUIPMENT, INCLUDING BUT NOT LIMITED TO YOUR SOLAREEDGE BATTERY AND OTHER SOLAREEDGE EQUIPMENT. YOU ALSO AGREE TO RELEASE AND HOLD HARMLESS DIRECT ENERGY FROM ANY LIABILITY, CLAIM, DEMAND, CAUSE OF ACTION, DAMAGE OR EXPENSE RESULTING FROM YOUR PARTICIPATION IN THE BATTERY POWER SHARE PROGRAM. THESE OBLIGATIONS SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

GOVERNING LAW

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

Complete Agreement

This Agreement constitutes the entire agreement between you and Direct Energy with respect to the Battery Power Share Program and supersedes all other written or oral communications and representations.