

GEXA ENERGY, LP, GREEN REWARDS PROGRAM TERMS OF SERVICE

Gexa Green Rewards Program: The Gexa Green Rewards Program (Program) will offer rewards (Points) to customers who wish to participate in the Program and reduce their energy consumption during specified time periods (Events) as determined by Gexa Energy and further described herein. You must opt in to participate in the Program. However, you are not required to participate in the Program to receive electricity service from Gexa and may opt out of the Program at any time by notifying us. These terms describe the Gexa Green Rewards Program (Program Terms) and incorporate and supplement the Non-Commodity Section of your Gexa Energy commodity electricity service residential terms of service agreement (TOS). These Program Terms do not in any way supersede, alter or modify your Electricity Facts Label or Your Rights as a Customer.

Eligibility: All residential customers enrolled in an electricity service plan and in good standing with Gexa Energy are eligible for this Program. Participation in the Program requires that a customer be current on their account with Gexa. Gexa reserves the right, in its sole discretion, to suspend or terminate a user's ability to receive or redeem Points or bill credits, or to void any accrued Points in a user's Gexa account, if Gexa suspects that the user's participation in the Program violates these Terms or this Agreement or that the user is engaged in fraudulent, deceptive, or unlawful activities. Gexa may modify, suspend, or terminate the Points reward program at any time. If Gexa terminates a user's participation in the Program or terminates the Program, or a user closes or defaults on their Gexa commodity electricity account, all accrued Points in the user's Gexa account will be void and forfeit.

Contract Modification: Gexa Energy reserves the right to modify these Program Terms or terminate the Program at any time. Gexa Energy also reserves the right to opt you out of the Program at any time for any reason.

Termination: Points earned and accrued will be forfeited by you if (i) Gexa Energy ceases to be your retail electric provider of record for your enrolled premises for any reason, including non-payment by you, or (ii) you are opted out of the Program for any reason. Gexa may terminate or suspend your participation in the Program at any time and without prior notice, for any reason or no reason, including if Gexa believes that you have breached any provision of your TOS or these Program Terms. Upon any such termination or suspension, all rights and licenses granted you under the Program Terms will immediately cease, and Gexa may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials. The termination of a user's participation in the Program will not affect the provision of commodity electric service to the associated customer.

Points: Points associated with each Event and the results of your participation in the Event will be determined by Gexa Energy at its sole discretion. As further described below, "Active Saver Reward" Points may be earned by your participation in Behavioral DR Events, and "Smart Rewards" Points may be earned by your participation in Connected Device DR Events. The Points earned may be redeemed by you for bill credits upon your request when such a feature is available. Gexa Energy reserves the right to make the "redeem" feature or certain aspects of the redeem feature available or unavailable at any time at its sole discretion. Bill credits may be reflected on either your next bill or the subsequent, depending on the timing of processing your bill credit. If the bill credit amount exceeds the energy charge on the bill to which it is applied, then the excess amount will be applied to your next bill, provided that you will receive another bill from Gexa Energy. If at any time or for any reason you cease to be a Gexa Energy customer prior to the application of any bill credits, then all such bill credits will immediately expire and be forfeited by you. In no event and under no circumstances may bill credits be redeemed or exchanged for cash; bill credits have no cash value. All Points and bill credits are non-transferable. You may not assign, apply, or

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otherwise transfer any Points or bill credits to another person, account, or address, even if you maintain multiple accounts or addresses.

Points are available based on a variety of factors, including, but not limited to, location, time of day, month of year, grid conditions, total amount of energy saved by a user, or the availability of bill credits at the time a user redeems their Points. Points may be subject to additional terms and conditions. Any bill credit that is obtained due to Gexa's error or a user's fraudulent, deceptive or illegal activity (including in violation of these Terms or this Agreement) is void. Gexa may add, remove or change Points at any time without notice. Participants are solely responsible for compliance with federal, state, and local tax and other laws, and any costs, associated with accepting and using Points.

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

Indemnification: As a condition of your participation in the Program, you agree to release, indemnify, and hold harmless Gexa Energy and its parent, subsidiaries, affiliates, partners, agents, members, managers, and employees from all liability, claims, demands, costs, losses, inconvenience, lost opportunity or profits sustained by you, your agents or family, or any third parties arising out of or in any way connected with your participation in the Program. These obligations shall survive termination of this Agreement.

In addition to any other indemnification obligations in these terms, you agree that you shall indemnify, defend, and hold Gexa Energy, Gexa 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 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 federal laws, and any regulations promulgated thereunder resulting from Gexa Energy attempting to contact you at the telephone number you provided.

How to Participate – Behavioral Demand Response: To earn Points under the Program, Gexa may offer, and you may participate in, manual electricity reduction activities or automated electricity reduction services, or both (Demand Response, hereafter DR). Manual participation occurs when you earn Points by manually undertaking to reduce your electricity consumption by, for example, manually adjusting your thermostat/s or delaying usage of appliances during an Event (Behavioral DR). Points earned for participating in Behavioral DR are "Active Saver Rewards" Points. If applicable, you can also earn Points by allowing Gexa to adjust your thermostat or other internet-connected appliance for you remotely during Events, as further described below (Connected Device DR). Points earned for participating in Connected Device DR are "Smart Rewards" Points. Gexa will notify you in advance of Behavioral DR Events in which you may earn Points; a notification may or may not precede a Connected Device DR Event, depending on the impetus for the Event. You may accrue both Smart Rewards Points and Active Saver Rewards Points at the same time, depending on the Event parameters. For Connected Device DR, customers will receive a fixed monthly Smart Rewards Point total if their participation rate in DR Events received by their

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Connected Device(s) reaches a certain threshold. For Behavioral DR, customers will receive Active Saver Rewards Points on a per-event basis proportional to their load reduction during each Event. Any incentive – which will take the form of points redeemable as a bill credit – will be applied within 2 billing cycles.

Notifications: Gexa Energy will notify you of a Behavioral DR Event and the number of Points offered per kilowatt-hour (kWh) of reduction in energy consumption 24 hours to 30 minutes prior to each Behavioral DR Event. Gexa may or may not notify you of a Connected Device DR Event prior to its commencement. Gexa Energy may send Event notifications via emails, text messages (if you have separately provided prior express written consent to Gexa to receive text messages at your mobile number; consent is not a condition of making a purchase from Gexa; message and data rates may apply), or the Gexa mobile app. Gexa will determine the timing and frequency of these notifications at its sole discretion. By participating in the Program, you agree to receive such notifications; you may opt out of receiving text messages at any time by texting “STOP” or “END” to Gexa in response to a text message from Gexa.

Points and Electricity Consumption Reduction Calculation for Behavioral DR Rewards: The Electricity Consumption Reduction Calculation used to determine Active Saver Rewards Points accrual for Behavioral DR establishes a customer’s baseline electricity usage for the Event’s time of day (i.e. how much electricity the customer would have used during the Event if no reduction actions were taken), and determines Point accrual by comparing the customer’s usage during the event to that baseline. We apply a weather-specific normalization to each usage total included in this calculation, and an event-specific, Gexa-selected Savings Factor is applied to the customer’s calculated load reduction. The Savings Factor denotes the relative significance of a Behavioral DR Event – the higher the Savings Factor, the higher the value that Gexa is placing on reducing electricity usage during that Event.

You will accrue Active Saver Rewards Points over the course of a calendar month’s Behavioral DR events. At the conclusion of that month, your Active Saver Rewards Points total will be transferred to your “Available to Redeem” Points total and those points will thereby become redeemable. If your electricity usage during any single Event exceeds your calculated electricity usage baseline for that time period, you will receive 0 (zero) points for that Event. Thus, your single-event and monthly Point totals will never be negative, and Green Rewards will therefore never result in a bill increase.

Description of Program - Connected Device: Connected Device DR is designed to coordinate electricity usage reductions and load modifications to reduce the load on the electricity grid at specific times by remotely adjusting certain Internet-connected Non-Commodity Products (Connected Devices) as described in the TOS. As part of your participation in Connected Device DR, Gexa will notify you of Events in which you can earn Smart Rewards Points that can be redeemed for bill credits or rewards, as communicated, in exchange for Gexa automatically reducing your energy usage during the Event.

Connected Device DR includes a feature to automate the control and adjustment of Connected Devices for your account, such as a smart thermostat, electric vehicle charger, or other Non-Commodity Device, including during Events in which Gexa may automatically adjust your Connected Devices (DR Events). Such DR Events may occur in response to real-time surges in the energy grid, so advance notice of these events may not be possible. You will earn a fixed and predetermined number of Smart Rewards Points each month if your “participation” rate in Connected Device DR Events during that calendar month meets a specified threshold. If your participation rate does not meet that threshold, you will receive 0 Smart Rewards Points for that month. Successful “Participation” is defined as allowing Gexa to remotely adjust (i.e. not manually adjusting) your Connected Device for the duration of the Event. Gexa reserves the right to alter the fixed monthly Smart Rewards Point total at any time.

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You may at any time elect to manage your Connected Devices directly via Behavioral (Manual) DR participation instead of via Connected Device DR, or to override any automated actions taken during DR Events. However, doing so might disqualify you from earning Points derived from Connected Device DR during that month, depending on the Point parameters of the Event that will be communicated to you in advance.

To participate in DR Events with your Connected Devices, you may need to provide login credentials or other authentication methods for your Connected Devices. By providing such authentication for your Connected Device/s, you agree and understand that (i) information concerning your energy reductions and load modifications may be shared with energy market regulators and wholesalers to measure the amount of energy saved through Gexa's coordination of energy reductions; (ii) you have the authority and rights to provide your credentials or authenticate control of your devices to Gexa; your use of Gexa is in compliance with all applicable third-party terms; you authorize Gexa to control your device, based on your settings, during or as otherwise specified in your account settings or authorized by these terms. You will receive notification to participate in DR Events and you may opt out of those DR Events, in part or in whole. We will attempt to adjust all authorized Connected Devices for the duration of the Event.

Permissions; Privacy, and Security: By providing Gexa any Connected Device information and other information (together, the "Information"), you are licensing that content to Gexa for the purpose of providing the demand response related services in accordance with these Program Terms and Gexa's Privacy Policy located at www.gexaenergy.com/privacy. You authorize and permit Gexa to use and store the Information to configure the Demand Response activation so that it is compatible with the third-party sites. These third-party sites include utilities and other services that may manage your Connected Devices. For purposes of these Program Terms, you appoint Gexa as your agent to access these third-party sites and to perform such things as you could do yourself.

The Gexa Privacy Policy is incorporated by this reference into, and made a part of, these Program Terms. Gexa 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, Demand Response and other services provided through wireless networks and the Internet are always subject to some risk in transmitting information over the Internet. For this reason, Gexa 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 participation in the Program or the use of Demand Response by you. You agree that you will not hold Gexa liable for any damages resulting from any loss of privacy or security occurring in connection with any communications over such networks. In addition, because Demand Response is delivered over the Internet, its availability is subject to certain limitations. You agree that Demand Response is subject to limitations and restrictions outside Gexa's control and that we may limit Demand Response availability at any time, in whole or in part, to any person, geographic area, or jurisdiction that we choose.

Updates to the Services: Over time, the features and functions that are enabled within Demand Response may change. New features and functions may be added, and others may be deleted or modified. You agree that Gexa may update, modify, or discontinue Demand Response (in whole or in part) or any features or functions within Demand Response, at any time, at Gexa's sole discretion. In order to provide you with a more seamless user experience, we may update or modify the Demand Response remotely without notifying you in order to ensure the safe and proper operation of the Demand Response (e.g., bug fixes), and you consent to such updates or changes by Gexa.

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Acceptable Use Policy:

You may participate in Connected Device DR Events or Behavioral DR Events (or both) only in compliance with these Program Terms, Program communications, and all local, state, national, and international laws, statutes, rules, and regulations applicable to your participation. You agree you will not (i) interfere with or disrupt the operation of DR Events or the servers or networks used therefor; (ii) use Demand Response functionality to establish a competitive product; or (iii) impersonate any person, business, entity, or IP address.

Energy Savings and Benefits: Gexa does not guarantee or promise any specific level of electricity savings, bill credits, or other benefits from participation in the Program except as specifically stated herein or in a Program-related or Event-related communication. Actual energy savings and benefits vary depending on factors beyond Gexa's control or knowledge.

Licensed Services: Subject to these Terms, Gexa grants you a non-exclusive, non-transferable, and non-sublicensable right to access and use Demand Response functionality solely for the purpose of managing your electricity consumption and participation in the Program as described herein. Gexa and its licensors retain all right, title, and interest in and to Demand Response functionality, all content and other subject matter contained in or made available through the Demand Response, and all related intellectual property rights. You obtain no rights in or to the Demand Response under these Program Terms or any content or other subject-matter made available through the Demand Response. You may not reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, distribute or otherwise exploit any portion of the Demand Response functionality or content, except as expressly authorized herein. You may not reverse engineer, decompile, or disassemble any portion of the Demand Response functionality, provided that to the extent the foregoing prohibitions are expressly prohibited by applicable statutory law, Gexa and its licensors shall retain the maximum protection available against reverse engineering, decompiling, or disassembly under applicable law.