

Octo GridBoost Agreement

This Octo GridBoost Agreement (**Agreement**) is entered into by and between Octopus Energy LLC (**Octopus Energy**), REP License No. 10262 and Participant (**You or Your**). The information herein will govern your participation in the Octo GridBoost Program (**GridBoost**). By entering into the program, you agree to the following terms and conditions.

Purpose

GridBoost is part of a larger pilot being run by the Electricity Reliability Council of Texas (**ERCOT**) that allows home batteries to be used to provide the power grid with resilience and more power when it's needed most. Your participation in the program will help support the grid with green energy, help our efforts to make the grid more resilient, and you get rewarded for participating each month.

Benefit For Participating

By connecting your at-home battery and participating, you will receive a \$40 credit applied per billing cycle. Any applicable discount will be applied as a credit to your bill and noted as a separate line item.

Terms of Service

By signing up for Octo GridBoost you agree to:

- (1) Give Octopus Energy permission to integrate and connect with your at-home battery;
- (2) Give Octopus Energy permission to influence the times of operation of your at-home battery;
- (3) Give Octopus Energy permission to charge or discharge your at-home battery at any time and to any extent (subject to Octopus Energy maintaining a minimum 20% battery capacity) ; and
- (3) Octopus Energy's collection of data about your battery technology, including but not limited to model, power consumption, operating preferences, any actions you take to operate these assets and how these assets perform. We will use this information to optimise your asset operations, send operating instructions to your at-home battery, and generate bills.

Contract Term

Starting from the date you opt-in to the program until (a) the program terminates or (b) you opt-out of the program, whichever comes first.

General Right of Rescission

You have the right to rescind your agreement to participate in the program, without any fees or penalties, by midnight of the third (3rd) business day after the date you opt-in to GridBoost. To rescind, you must contact us in one of the following ways:

- Phone: (833) 628.6888 (toll free)
- Email: heretohelp@Octopusenergy.com
- Website: <https://www.Octopusenergy.com>
- Mail: 114 Main Street, Suite 500, Houston, Texas 77002

Please provide your name, address, phone number, account number, and a statement that you are rescinding your Agreement under your three (3) business day right of rescission period

How Can I Opt-Out of Octo GridBoost?

You may terminate your participation by contacting Octopus Energy either by phone or email. Please be prepared to confirm your account details. Contact information can be found at the end of this Agreement.

No Penalty or Termination Fees Shall Apply If You Choose To:

1. opt out of the program;
2. move to a different service address; or
3. switch retail electric providers and Octopus Energy is no longer serving you.

General

Changes to the Octo GridBoost Terms

We will first send you a written notice at least 7 days in advance before making any changes to your Agreement. Written notice will be provided either through email or on your bill. Notice is not required for a change that benefits you. This written notice will be clearly labelled "Changes to the Octo GridBoost Agreement." If you're satisfied with the changes, there's nothing else you have to do to continue to receive service. If you find the changes unacceptable, you may choose to opt-out of the program before the changes go into effect. The new agreement shall be provided to you upon your request and available at any time on our website. Please remember that cancelling your Agreement does not excuse you from paying all outstanding balances on your account.

Privacy Policy

You agree and understand that Octopus Energy may disclose information about you and your at-home battery to ERCOT as appropriate to conduct the program. Octopus Energy's Privacy Policy is incorporated by reference and can be viewed [Here](#).

Third Party Software

If we are using third party software or applications (including but not limited to APIs) to connect to specific devices, our ability to manage these devices and perform the associated services is dependent on the availability of these third parties. We are not responsible for and cannot control these third party products and services, and we will not be liable for any

issues or losses arising in relation to the failure or non-availability of such third party software or applications

Use of Your At-Home Battery

We do not guarantee that GridBoost will be compatible with your at-home battery or that your technology will operate in accordance with your preferences. We accept no liability for wear of your at-home battery, scheduling failure, or other electric faults.

LIMITATION OF LIABILITY

You agree that Octopus Energy shall not be liable for any incidental, indirect, special, or consequential damages arising out of this Agreement. You understand and acknowledge that as a result of this program, your at-home battery may have a reduced charge during a power outage, and you may lose power. You agree to release Octopus Energy from any liability, claim, demand, cause of action, damage or expense resulting from your participation in the Octo GridBoost program.

Governing Law

This Agreement is governed by Texas law.

Contact Us

Mailing Address:

114 Main St. Ste 500
Houston, TX 77002

Email For Assistance:

heretohelp@octopusenergy.com

Telephone:

(833) OCTO-888 | (833) 628-6888

Customer Service Hours:

9 a.m. - 5 p.m. on Monday, Tuesday, Wednesday, Friday and
9 a.m. - 4 p.m. on Thursday, CT.

Website:

<https://octopusenergy.com>