

Demand Response Generator Program Terms and Conditions

Welcome to the Farmers Electric Cooperative Demand Response Generator Program (the “Program”) presented by Farmers Electric Cooperative, Inc. (“Farmers”). Throughout these terms and conditions (“T&Cs”), the references to “you” and “your” refer to you as the undersigned Farmers member, participant in the Program, and owner of a Generac Standby Generator (“Generator”) that is connected to the electrical system of your Farmers service location. Your participation in the Program is governed by these T&Cs.

THIS PROGRAM IS VOID WHERE PROHIBITED BY LAW.

How the Program Works. The Program makes the services described herein available to you as a Farmers member that will participate in a demand response program administered and managed by Farmers.

Incentives. For your participation in the Program in accordance with these T&Cs, you are eligible for the following incentives which will all be generally paid via a credit on your Farmers Electric Cooperative electric bill in November of each year (“Payments”):

- (1) you will receive a \$50 bonus if you have both:
 - (a) enrolled in the Program prior to June 1 of the calendar year, and
 - (b) fully participated in all Events from the time of enrollment to October 1 of that same calendar year;
- (2) you will receive \$25 per month for each of the months of June, July, August, and September (up to \$100 per calendar year) for fully participating in all Events; and
- (3) you will receive \$5 per hour for each complete hour that you fully participated in Events for the previous 12 months.

Duration. These T&Cs shall be in effect for the time that you participate in the Program. If the Program is terminated by Farmers before the end of any calendar year, you will receive payment for any of the incentives above which were successfully completed in compliance with these T&Cs.

Details of Events. During the Program, Farmers will initiate a number of demand response events (“Events”) in accordance with the terms and conditions of the Program. In response, Farmers will turn on your Generator. Once your Generator has been confirmed to be working, Farmers will disconnect you from the power grid and your Generator will power your service location during an Event for a duration of at least 1 hour but no more than 4 consecutive hours. The number and nature of the Events will be decided by Farmers. The maximum number of hours for Events will not exceed 200 hours annually, or the maximum number of run-time hours permitted or allowed by any governing authority.

Grid Emergency. Farmers may initiate Events which exceed the constraints set forth in the preceding paragraph in the event of a Grid Emergency.

Program Requirements. The following describes your additional requirements for participation in the Program. Your failure to comply, in the sole discretion of Farmers, with any of these requirements below or any other obligation or requirement of these T&Cs or the Program may at any time result in: (a) suspension or disqualification and unenrollment from the Program; (b) forfeiture of your right to receive any program incentives or payments; or (c) the termination of these T&Cs, and any such results shall be final and binding in all respects and without liability to Farmers. Further, failure to comply with the Program may result in Farmers modifying your participation in, suspending, or disqualifying and unenrolling you from the Program.

- You must fill out the applicable online enrollment form and be accepted into and continue to participate in Program as directed by Farmers.
- You must receive electricity from Farmers and own, or have the right to possess and use a Generac Generator (a) fueled by natural gas or liquid propane (“LP”), (b) equipped with an automatic transfer switch, and (c) of capacity sufficient to provide electric energy to your service location without grid power.
- If your Generac Generator is fueled by LP, then you agree to maintain no fewer than 50 gallons of LP for the Generac Generator at all times.
- You must maintain the Generator by providing regularly scheduled maintenance.
- You must maintain an internet connection (“**Connectivity**”) to your Generator that is sufficient, in Farmers’ sole discretion, to enable Farmers to remotely engage your Generator to power your service location. Connectivity requirements include: (1) the Generator must be connected to an active internet source such as cellular connectivity, (2) you must have a paid 4G LTE annual or monthly subscription to Mobile Link, and (3) if the Generator becomes disconnected from an internet source, you are responsible for reconnecting the Generator to an internet source that meets the Connectivity requirements. Farmers is not responsible for costs associated with Generator reconnections to an internet source provided by a third party.
- You must not in any way cause or permit any third party to cause any persistent or lasting interference with your Generator, its Connectivity, or any connected component or material system, that, in Farmers’ sole discretion, would negatively impact your Generator’s performance under the Program, including, any disruption or interference with the ability of Farmers to turn on or off your Generator before, during, and after an Event (“**Interference**”).
- You must reasonably assist Farmers’ technicians and support staff in diagnosing, troubleshooting, or remedying any problems with your Generator, its Connectivity, or any connected component or material system.
- You must be at least eighteen (18) years of age.
- You must be a member of Farmers with eligible equipment.

- You agree to comply with these T&Cs and any applicable terms and conditions of Farmers. You also agree to comply with all applicable local, state, national, and international laws, rules and regulations.
- You certify that you will not operate, or allow to be operated, any critical or essential medical life support equipment that is connected to the electrical system of your home.
- You must install the Mobile Link app and maintain the ability to receive in-app notifications from Farmers.

Force Majeure. “**Force Majeure**” means an event or circumstance that prevents Farmers from performing any obligation under these T&Cs and that was not previously anticipated or, if anticipated, was unavoidable, is not within Farmers’ reasonable control, and not the result of Farmers’ gross negligence or willful misconduct, and which, by the exercise of due diligence, is unable to be overcome or avoided. Events or circumstances on which a claim of Force Majeure may be based include acts of God (such as tornadoes, fires, earthquakes and floods), explosions, war, hostilities, riots and acts or threats of terrorism, pandemics, epidemics, vandalism, civil disturbances, protests or embargoes, or any such event or similar event not within the reasonable control of Farmers. Farmers shall not be considered in breach of these T&Cs or liable for any delay or failure to comply with these T&Cs to the extent that such breach, delay, or failure is attributable to the occurrence of a Force Majeure; *provided that* Farmers shall use reasonable efforts to minimize the delay caused by such Force Majeure and resume performance of its obligations hereunder. If any Force Majeure event or circumstance disrupts, in Farmers’ sole discretion, the ability of your Generator to properly respond and fully perform during an Event, then Farmers reserves the right to reduce the amount of any incentive.

Release and Indemnity. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, RELEASE, AND HOLD HARMLESS FARMERS AND THE DIRECTORS, TRUSTEES, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, AGENTS, SUPPLIERS, AND EMPLOYEES OF FARMERS, AND THE RESPECTIVE AFFILIATES THEREOF (THE “**INDEMNIFIED PARTIES**”), FROM AND AGAINST ALL LOSS, DAMAGE, EXPENSE, LIABILITY AND OTHER CLAIMS, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS’ FEES (THE “**LIABILITIES**”) RESULTING FROM ANY ACTIONS RELATING TO THESE T&CS, YOUR BREACH OF THESE T&CS, AND FROM INJURY TO OR DEATH OF PERSONS, AND DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF ANY ACTS OR OMISSIONS (OR SUCH ACTS OR OMISSIONS OF CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AFFILIATES, AGENTS OR EMPLOYEES) IN CONNECTION WITH THESE T&CS OR RELATED SUBJECT MATTER, INCLUDING, ANY SUCH LIABILITIES RESULTING FROM PARTICIPATION IN THE PROGRAM; *PROVIDED, HOWEVER*, THAT NOTHING HEREIN SHALL REQUIRE YOU TO INDEMNIFY THE INDEMNIFIED PARTIES FOR ANY LIABILITIES TO THE EXTENT, AND ONLY TO THE EXTENT, CAUSED BY OR ARISING OUT OF THE GROSSLY NEGLIGENT ACTS OR OMISSIONS, OR THE WILLFUL MISCONDUCT, OF THE INDEMNIFIED PARTIES.

Limitation of Liability. To the maximum extent permitted by law, your and Farmers' liability in connection with these T&Cs will be limited by these T&Cs, and all other damages or remedies are hereby waived. With the exception of your indemnification obligations hereunder, your and Farmers' (including Farmers' contractors, agents, and suppliers) liability under this Agreement will be limited to direct, actual damages or costs only. Notwithstanding anything to the contrary, IN NO EVENT SHALL FARMERS OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND BUSINESS INTERRUPTION DAMAGES, ARISING UNDER THESE T&Cs OR THE SERVICES CONTEMPLATED HEREBY. Notwithstanding anything to the contrary, Farmers' and its suppliers' aggregate and cumulative liability arising out of or relating to these T&Cs from any and all causes, whether as a result of breach of contract, breach of warranty, tort liability (including negligence), strict liability, or otherwise, shall in no event exceed the total aggregate Payments paid to you by Farmers under the Program in the previous year.

Notices. All notices to you under these T&Cs shall be in writing by email to the most current email address that Farmers has on record for you. You must provide all notices to Farmers in writing via email to GridProgramSupport@farmerselectric.coop.

Choice of Law. This Program is governed by the laws of the State of Texas without giving effect to conflict of laws principles.

Non-Waiver. Failure to enforce any provision of these T&Cs shall not constitute a waiver of that or any other provision of these T&Cs.

Survival. The following sections will survive any termination of these T&Cs: Release and Indemnity, Limitation of Liability, Notices, Choice of Law, Non-Waiver, Severability, Entire Agreement, Information, No Class Action Procedure, Assumption of Risk, Dispute Resolution, Intellectual Property, Warranty Disclaimer, and Interpretation. In addition, those provisions that by their nature are intended to survive termination of these T&Cs shall so survive.

Severability. If any provision or portion of these T&Cs are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

Assignment. These T&Cs shall be binding on you, Farmers and their respective successors and assigns. You may not transfer or assign these T&Cs to any third party. Farmers may assign these T&Cs to any third party qualified to perform Farmers' obligations hereunder with or without your consent.

Entire Agreement. These T&Cs constitute the entire agreement between you and Farmers regarding only the subject matter hereof and supersedes all other such prior or contemporaneous oral and written agreements and understandings.

Changes to T&Cs. Farmers may modify and amend these T&Cs at any time, in its sole discretion, and will use reasonable efforts to provide seven (7) days' notice to you when Farmers makes any material changes to these T&Cs. Continued participation in the Program shall

constitute acceptance of any such modification of these T&Cs. Farmers will also post these T&Cs at FarmersElectric.coop/DER/GeneratorProgram/terms-and-conditions and encourages you to check them frequently. Farmers is not responsible for any change to the Program or any difference between the Program T&Cs or requirements and the description of the Program above. You further agree that Farmers may modify or terminate these T&Cs or the Program if there is any material change to, or termination of, the Program or any associated law, rule, regulation, requirement, code, order, or decree, or any interpretation thereof, or any governmental authority.

Withdrawal. You may withdraw from the Program at any time by submitting your request in writing to Farmers Electric Cooperative, 2000 I-30 East, Greenville, Texas 75402, ATTN: DR Programs, Generac. Upon your withdrawal, these T&Cs will terminate without any liability on the part of you or Farmers to the other, except for any rights that accrued before the date of withdrawal. Furthermore, withdrawal may result in forfeiture of your right to receive some or all of the incentives or payments for the then-current year.

Acceptance of T&Cs. The use of an electronic signature process to accept and sign these T&Cs, including, your indication of acceptance of these T&Cs by a click-through or click-wrap process presented on a platform like a website or mobile app, or by acceptance via email, shall constitute effective execution and delivery of these T&Cs, and shall form a binding contract between you and Farmers.

Information. By participating in the Program, you authorize Farmers and its suppliers to act as your agent in connection with your participation in the Program, as necessary, and to collect, access, exchange, process, and utilize data related to your identity, energy usage, energy production, energy profile, utility account, utility rates, home, and Generator (your “**Data**”) for the purposes of determining Program eligibility, administering and improving the Program, communicating with You about the Program, and as otherwise permitted under applicable law, including, in connection with the remote configuration, adjustment, and administration of your Generator as required to participate in the Program. You authorize Farmers to share your Data with third parties to permit them to send you marketing communications or communications about the Program. Additionally, you agree to accept live and automated voice notifications, email, text messages, first class mail, or other communications by any reasonable means, including, through a Farmers app or any other means of electronic or web-based communication about the Program, Events, your Generator, and other related products and services. Network and other data or text charges may apply. You also authorize Farmers to share your Data. You represent and warrant that the information that you provide to Farmers during the Program is accurate, complete, true, and correct to the best of your knowledge and you agree to immediately notify Farmers if any information that you provide has changed.

No Class Action Procedure. Notwithstanding anything to the contrary, class arbitration is not permitted under any circumstance. You and Farmers agree that, by entering into these T&Cs, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not

consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Although the non-availability of any form of representative or class proceeding is clear from these T&Cs, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the Dispute Resolution and No Class Action procedures provisions above, the arbitrator shall have the sole and exclusive jurisdiction to hear and determine the issue.

Assumption of Risk. You assume all risk of participation in the Program. Farmers is not responsible for any changes in your electricity costs or other costs before, during, or after the Program.

Dispute Resolution. In the event of a dispute between you and Farmers in connection with the Program, or these T&Cs, the parties will first attempt to resolve the dispute informally for at least forty-five (45) days from when the initiating party notifies the other in writing of any such dispute. Notwithstanding anything to the contrary, any dispute that cannot be resolved informally within the forty-five (45) day period or longer as agreed to by the parties, shall be settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, if arbitration is selected by Farmers. SUCH AGREEMENT TO ARBITRATE MEANS THAT YOU HEREBY WAIVE YOUR RIGHT TO A JURY TRIAL. The Parties may, in arbitration, seek all remedies available to such Party under this Agreement as interpreted under the laws of the State of Texas. The arbitrator(s) may award costs of the arbitration and fees, including reasonable attorney's fees and expenses of travel to the arbitration to the prevailing Party subject to Farmers' absolute aggregate limitation of liability below. The arbitration will be held in Greenville, Texas unless Farmers agrees to another location in writing.

Intellectual Property. You agree and acknowledge that your participation in the Program does not provide you with any right to or ownership interest in any of Farmers confidential or proprietary information, including, any intellectual property, business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, or technical information regarding the financing, design, operation and maintenance of the Program or of Farmers' services, business, or accounts.

Warranty Disclaimer. YOU AGREE AND ACKNOWLEDGE THAT THE PROGRAM AND ANY SERVICES OR PERFORMANCE PROVIDED TO YOU BY FARMERS PURSUANT TO THESE T&CS SHALL BE "AS-IS WHERE-IS" AND THAT FARMERS IS NOT OFFERING AND EXPRESSLY DISCLAIMS ANY WARRANTY TO YOU OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IN CONNECTION WITH THE PROGRAM OR ANY SERVICE OR PERFORMANCE PROVIDED HEREUNDER OR DESCRIBED HEREIN, AND YOU HEREBY EXPRESSLY RECOGNIZE SUCH DISCLAIMER.

Interpretation. Unless otherwise specifically defined or required by the context in which the term appears, in these T&Cs: (a) the singular includes the plural and vice versa; (b) the words

“these T&Cs,” “herein,” “hereto” “hereof” and “hereunder” refer to these T&Cs as a whole, including all schedules or exhibits, and not to any particular section or subsection of these T&Cs; (c) unless qualified by “either,” “greater of,” “lesser of,” “later of,” “earlier of,” or other express language indicating that clauses are mutually exclusive, when “or” is used in these T&Cs it also contains “and” (i.e. or = and/or); (d) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented, restated or replaced from time to time; (e) the words “include,” “includes” and “including” mean include, includes and including “without limitation.”; (f) the captions or headings in these T&Cs are strictly for convenience and shall not be considered in interpreting these T&Cs; (g) references to persons, parties, or entities include their permitted successors and assigns; (h) references to exhibits, schedules, or sections mean the exhibits to, schedules to, and sections of, these T&Cs; (i) references to approvals, consents or permissions shall refer to written approvals, consents, or permissions; (j) references to “unreasonable”, “reasonable”, “unreasonably”, and “reasonably” shall be deemed respectively to mean “commercially unreasonable”, “commercially reasonable” and “commercially unreasonably” and “commercially reasonably”; (k) any time period set forth herein that concludes on a non-business day shall be automatically extended to conclude on the next business day; and (l) any references to “annual”, “annually”, “year”, or “yearly” hereunder shall refer to the twelve (12) month period starting on the date that these T&Cs first go into effect and be distinct from calendar years, unless the context expressly indicates otherwise.

Farmers Electric Cooperative reserves the right to make any revisions or changes to these T&Cs and program details at any time.

FOR THE FOLLOWING PARAGRAPH THE TERM PARTNER WILL REFER TO FARMERS ELECTRIC COOPERATIVE, INC., AND RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC. COLLECTIVELY. MEMBER AGREES TO HEREBY RELEASE, HOLD HARMLESS, AND INDEMNIFY GENERAC AND PARTNER, FROM ANY LIABILITY, CLAIMS, DEMANDS, CAUSE OF ACTION, DAMAGES, OR EXPENSES RESULTING FROM (1) YOUR USE OF THE PROGRAM; (2) ANY RELEASE OF INFORMATION TO GENERAC AND PARTNER PURSUANT TO THE PROGRAM (WHETHER PROVIDED BY YOU, GENERAC OR PARTNER; (3) THE UNAUTHORIZED USE OF THIS INFORMATION BY GENERAC OR PARTNER; AND (4) ANY ACTIONS TAKEN BY GENERAC OR PARTNER PURSUANT TO THE PROGRAM.

BY SUBMITTING YOUR APPLICATION INTO THIS PROGRAM YOU ARE ELECTRONICALLY ACCEPTING THESE T&CS, YOU HEREBY CONSENT TO PARTICIPATE IN THE PROGRAM AND AGREE TO THE T&CS DESCRIBED HEREIN.