

GMP Bring Your Own Device “BYOD” Access & Service Agreement

General Information

The Bring Your Own Device (“BYOD”) program from Green Mountain Power (“GMP”) opens GMP’s distributed energy resource (“DER”) platform to customers who purchase and install compatible batteries (“battery systems”) in their home or business. Customers will have the opportunity to earn a GMP bill credit by allowing GMP shared access to the battery system to maximize its value for all GMP customers by reducing costs at “peak” times, and exploring the ability to charge and discharge systems to achieve other forms of wholesale power market value. The BYOD program allows customers to find new ways to obtain backup power in a cost-competitive way, while participating in GMP’s grid transformation efforts with their own storage solution and receiving credits for doing so, while also helping to drive down costs for all GMP customers.

Below are important terms that you must understand and agree to in order to participate in the program:

Terms

1. Eligibility: All GMP customer rate classes are eligible to participate with the exception of customers on a time of use rate. You must also be the owner of an account address **and** a compatible battery system at that address.

2. Access for GMP: To participate, you must allow GMP access to control your battery system. Which means that you are responsible to have (i) a working and reliable Wi-Fi network and other related equipment in your home that is positioned to communicate reliably with the battery system; (ii) an internet service provider (“ISP”); (iii) other system elements that may be specified as required by GMP or the manufacturer of any required equipment (i.e. smart phone apps). You are responsible for all fees charged by the ISP in connection with participation in the BYOD program. **Your participation in the BYOD program will be terminated and you will no longer receive bill credits in the event that GMP is unable to communicate with or access the battery system and communication or access is not restored within 30 days’ notice from GMP. If communication or access is restored at a future date, you may opt back in with a \$15 reconnection fee. The monthly bill credit will be resumed in the amount specified at activation. Reconnection may only happen once annually.**

3. Battery System Performance: If the battery system fails to perform within +/- 10% of the contracted capacity, you will have 30 days to resolve the issue and to have GMP test and verify that performance has been restored. If performance is not restored within 30 days, GMP may elect to terminate your participation in the BYOD program or adjust the monthly bill credit to a level that is based on available power and capacity.

4. Control of Battery: You acknowledge that GMP will control the battery system in your home and agree that GMP may access and control your battery system during Peak Events **and** other periods, to benefit grid services such as peak reduction, as well as other ancillary services. A “Peak Event” is defined as a period of time in which GMP will make necessary changes to the battery system. Peak Events are anticipated to occur an average of 5 to 8 times per month for an average of 3 to 6 hours at a time. Customers will be sent notification of a Peak Event, via a smart phone app or other electronic method, at least 4 hours in advance.

5. Data Access: As part of this Pilot, Customer consents to GMP and/or GMP third party vendor access and use of certain Customer data and information, including energy usage and consumption data, as well as personally identifiable information. By signing up to participate in the BYOD Program, Customer consents to this information being accessed and provided to or by GMP and/or a GMP third party vendor. GMP will use this information to assist in programming, monitoring and controlling the Device. Such information shall be used in accordance with GMP’s Privacy Policy, which is available upon request, as well as in connection with applicable third party vendor terms and conditions.

Terms Applicable to Solar Edge Devices: Customer consents to the terms and conditions expressed in the “SolarEdge Monitoring Platform” a remote web-based management service, enabling users to view performance data of SolarEdge products and certain third party products, and to access and manage the SolarEdge products and/or third party products, as governed by the SolarEdge Monitoring Portal Terms and Conditions, which may be amended or revised from time to time, a current version of which is available at https://monitoring.solaredge.com/solaredge-web/p/license?locale=%20en_GB.

Customer expressly authorizes GMP to use the SolarEdge Application Programming Interface, and to use and access data on the SolarEdge Monitoring Portal, and to use and access data generated by the Customer’s Device and issue commands for the operational control and management of the Customer’s Device, including without limitation charging and/or dispatching energy and storage resources. Customer agrees not to terminate the SolarEdge

data on the SolarEdge Monitoring Portal, and to use and access data generated by the Customer's Device and issue commands for the operational control and management of the Customer's Device, including without limitation charging and/or dispatching energy and storage resources. Customer agrees not to terminate the SolarEdge Application License with respect to Customer's Device or request that the Device be disconnected from the SolarEdge Application Programming Interface during the Term of this Agreement.

6. Acknowledgment of Customer: You acknowledge and agree that GMP will control the charge and discharge of the battery system installed in your home, and that only the energy in the battery at the time of a grid outage will be available to you for backup power services. Other battery system benefits and services, such as solar self-consumption, load shifting for utility bill management, and other potential future services and benefits will not be available to you. You acknowledge that you remain responsible for maintenance, repair and replacement of the battery system.

You acknowledge and understand that if your battery system requires that it be recharged only by solar power for any reason, whether for operational, financial or other benefits or reasons, this may impact or delay the battery system's return to a fully charged status and availability for the BYOD program commitments or back up power.

System outages, equipment failure, or other circumstances outside GMP's control may impact or delay the charging status of your battery system. GMP cannot guarantee that your battery system will be charged, fully charged, or available to you during all system outages; however, the BYOD program is designed so that GMP will minimize use of your battery system during or prior to a weather event that is expected to cause system outages.

7. Enrollment & Term: This Agreement shall commence upon your enrollment and shall continue for a period of ten years (the "Initial Term"), renewing annually after the Initial Term. Either party may terminate this Agreement by providing the other party 30 days' written notice of termination.

8. Monthly Bill Credit: You acknowledge that your monthly bill credit will be determined based on a schedule (see graphic below), and confirmed by GMP once the battery system completes a verification process to determine full functionality within GMP's energy platform. The monthly bill credit is locked in for the Initial Term unless the Agreement is earlier terminated, or GMP elects to omit or reduce the monthly bill credit if the contracted capacity is not available for a minimum duration of 3 hours at the full capacity rating, or communication with the battery system is interrupted during a Peak Event.

Minimum Duration (Hours)	Power (kW) Available to GMP	Energy (kWh) Available to GMP	Monthly Bill Credit*
3	2-2.9	6-8.7	\$14.50
3-3.9	9-11.7	\$22.00	
4-4.9	12-14.7	\$29.00	
5-5.9	15-17.7	\$36.00	

9. Application of Monthly Bill Credits & Monthly Fee: Monthly bill credits will be applied to your GMP utility bill (including non-bypassable charges) and to a monthly integration and communication fee of \$2.50, which will be added to your bill to cover the costs of software integration. Excess bill credits may be applied to the GMP Energy Transformation Rebate described in Paragraph 10 below. Bill credits from this program are not interchangeable or applicable to other bill credit programs.

If Customer chooses a battery system that requires additional manufacturer or network fees or charges, Customer will be responsible for those additional charges, which will be passed through by GMP to the Customer.

10. GMP Energy Transformation Rebate: Once per calendar year, you may use excess bill credits to apply for an energy transformation rebate from GMP. You will be required to provide acceptable proof of purchase of a product meeting the requirements of the Tier III Renewable Energy Standard. Examples of eligible products include Smart Thermostats, Heat Pumps, Heat Pump Hot Water Heaters, and Qualified Electric Vehicles. In no case may the rebate exceed the actual cost of the product or the amount of the eligible bill credits.

11. Liability: GMP shall not be liable for any direct, indirect, special or consequential damages to any persons or property resulting from or arising out of any use, repair, delay in repairing, replacement of, modification to, unavailability of, or charging status of the Device. GMP is not responsible for any costs related to the repair, maintenance or replacement of your Device. If replacement of your Device is necessary, you must notify GMP.

12. Indemnification. You shall indemnify and hold harmless GMP for any injury or damage to any persons or property arising from GMP's access and use of the Device, or caused by any breach of this Agreement by you, your negligence or that of your household members, agents, servants, employees, tenants, licensees, invitees, tenant's invitees, or independent contractors.

or property arising from GMP's access and use of the Device, or caused by any breach of this Agreement by you, your negligence or that of your household members, agents, servants, employees, tenants, licensees, invitees, tenant's invitees, or independent contractors.

13. Notice and Miscellaneous You must send any Notice required under this Agreement to Pilots@greenmountainpower.com. This Agreement shall be governed by the laws of the State of Vermont. Any change to the terms of this Agreement must be in a writing signed by you and GMP.

By signing this Agreement, I agree that I have read and understand the above terms.

GMP Customer Signature:

Name: _____

Address for Installation:

Account Number: _____

Date: _____