

V.P.S.B. No. 9

GREEN MOUNTAIN POWER CORPORATION
ENERGY STORAGE SYSTEM SERVICE

- AVAILABLE:** Throughout the Company's service territory until September 30, 2022 unless otherwise ordered, subject to the annual MW limitations and provisions stated below.
- APPLICABLE:** This program is applicable to Residential and General Service Non Time of Use Customers who wish to lease eligible energy storage equipment, and agree to install and operate it, while allowing the Company to control the equipment.
- GENERAL:** Customers electing the Energy Storage Tariff will lease an Energy Storage System owned by GMP, which will be installed in their home by manufacturer-certified contractors who are on GMP's participating installer list. The Energy Storage System can provide Customer with whole-home backup power during a Grid outage. Duration of backup power will depend on the amount of energy stored in the Energy Storage System at the time of outage and the customer's energy consumption during the outage. The Energy Storage Service also provides Green Mountain Power with the ability to access and control the Energy Storage System for the purpose of reducing power costs for all customers.

1. Eligible Customers: Participation in the Program is open to eligible GMP Residential and General Service Non Time of Use Service Customers, who meet the following criteria:

- Have reliable Internet access;
- Are the owner of the account address or receive the owner's signed consent to install the Energy Storage System at an account address;
- Are current with all payments due to GMP;
- Have a GMP Smart Meter servicing customer's account

2. Access to Energy Storage System: The Energy Storage System installation includes all necessary equipment that provides communication and integration into GMP's energy management platform (the "Platform"). Communication between the Energy Storage System and GMP is via the Platform using Customer's Internet connection, which Customer will maintain. Customer must acknowledge and agree to Energy Storage System communication terms outlined in Paragraphs 13, 14, and 15 in the lease agreement, specifying that GMP will maintain continuous access to the Energy Storage System and the requirements that make this possible.

EFFECTIVE: On Bills Rendered on or after June 1, 2020
GREEN MOUNTAIN POWER CORPORATION



By:

Elizabeth H. Miller
Vice President, Chief Legal, Sustainable Supply & Resilient Systems Officer

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3. Leased Equipment and Pricing: GMP will lease the Equipment identified in Table 1 for the term and pricing listed. Participation requires a signed lease agreement. The current lease form that includes all terms and conditions will be provided to Customer prior to selection of this service and installation, and can be viewed on GMP’s website at www.greenmountainpower.com.

Equipment Description	Pricing/Term	Other Charges
Two (2) Tesla Energy Storage 2 with integrated inverter unit(s) One Tesla Gateway	\$55/Month for 120 Months (for a \$6600 total lease payment) or Single Up-Front Payment of \$5,500.00 60-Month renewal option with no monthly fee available; see lease for details	Early Termination: Disconnection Fee: \$450.00 Equipment Charge: Prorated charge is due if customer fails to surrender unit, based upon age of lease at Termination. See Paragraph 4 below.

Table 1

As Lessor, GMP will maintain ownership of the Energy Storage System for the entire term of the lease. The lease includes both the equipment costs and a contribution toward installation costs of \$2,200 for a total lease cost of \$16,300. Certain installations may exceed this contribution toward installation costs, either because the installation itself is atypical or due to installation charges of the Manufacturer certified installer participating in the program and chosen by the Customer. In the event actual installed costs exceed the GMP Lease contribution toward installation, additional costs will be disclosed to the Customer prior to installation, will be billed separately to the Customer by the installer directly, and shall not be a part of the lease agreement. Should customer wish to cancel participation in the Energy Storage System tariff due to such increased installation costs, Customer may do so prior to installation with no further obligation to GMP. Customer will be billed for the Energy Storage System in accordance with the lease agreement and will be enrolled in GMP’s ebilling.

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4. Fees Due for Early Termination:

- (a) GMP Termination: GMP may terminate the lease agreement at any time prior to the end of the term by providing notice to Customer (“GMP Early Termination”). Within 30 days’ notice of GMP Early Termination, Customer shall surrender the Energy Storage System to GMP or Manufacturer (by allowing one or both of them to remove the Energy Storage System from the Home) in the same condition it was in at the time of installation, ordinary wear and tear excepted. In the event that Customer does not surrender the Energy Storage System as provided herein, Customer will be billed an Energy Storage System Equipment Charge as set out in subparagraph (c). If Customer has pre-paid for the Energy Storage System as provided in subparagraph (d), then after surrendering the equipment Customer will receive a credit representing a pro-rated refund, based on the remainder of the lease term (e.g. if 48 of the 120 months remain in the term, then Customer will receive $48/120 * \$5,500 = \$2,200$). Customer will be responsible for repairing cosmetic damage to their home resulting from the removal of the Energy Storage System.
- (b) Customer Termination Disconnection Fee: Customer may terminate the lease agreement at any time prior to the end of the term by providing notice to GMP (“Customer Early Termination”). In the event of Customer Early Termination, a disconnection charge of \$450 will be billed to the Customer.
- (c) Energy Storage System Equipment Charge: Within 30 days of GMP or Customer Early Termination, Customer shall surrender the Energy Storage System to GMP or Manufacturer (by allowing one or both of them to remove the Energy Storage System from the Home) in the same condition it was in at the time of installation, ordinary wear and tear excepted. In the event that Customer does not surrender the Energy Storage System as provided herein, Customer will be billed the Energy Storage System Equipment Charge as follows:
The Energy Storage Equipment Charge is prorated on a base Equipment Charge of \$14,100.00, spread over a 120-month term. For example, if Customer or GMP terminates the lease agreement in month 50, and Customer does not surrender the

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Energy Storage System as provided in the lease agreement, Customer will incur an Equipment Charge calculated based on the remaining lease term, as follows:

$$\begin{array}{rcccccc} \$14,100.00 & / & 120 & & *70 & = \$8,225 \text{ Total} \\ \textit{Equipment Charge / Total Months in Term} & & & & \textit{* Unexpired Term} & = \textit{Equipment Charge} \end{array}$$

The Equipment Charge is due within 30 days of being invoiced for the same.

- (d) If Customer has pre-paid for the Energy Storage System, then after paying the Disconnection Fee in subparagraph (b) and surrendering the equipment, Customer will receive a credit representing a pro-rated refund, based on the remainder of the lease term (e.g. if 48 of the 120 months remain in the lease agreement term, then Customer will receive $48/120 * \$5,500 = \$2,200$).

5. Access to Energy Storage System, Internet Access, and Customer data: The lease agreement includes an acknowledgement stating that the Customer agrees that the Energy Storage System requires: (i) a working and reliable internet access in Customer's home that is positioned to communicate reliably with the Energy Storage System; (ii) a user account for the Energy Storage System where applicable; (iii) other system elements that may be specified as required by the Manufacturer of any of the equipment (i.e. smart phone apps); and (iv) BECAUSE THE BATTERY EQUIPMENT CAN BE DEPLETED AT ANY TIME, CUSTOMER SHOULD NOT RELY EXCLUSIVELY ON THE BATTERY EQUIPMENT TO POWER LIFE-SUPPORTING EQUIPMENT. Through the Energy Storage System customer acknowledgement in the lease, Customer agrees that GMP may access the Energy Storage System remotely for program purposes, and to monitor energy usage and discharge, performance, perform diagnostics, and upgrade firmware. Customer also acknowledges that only the energy in the battery at the time of a grid outage will be available for backup power services as well as any additional energy produced by Customer's onsite solar system during that outage, if any. After installation in accordance with the lease, it is Customer's responsibility to ensure that Customer has all required system elements and that such elements are compatible and properly configured. Customer is responsible for all fees

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charged by Customer's Internet service provider ("ISP") in connection with participation. Customer also acknowledges responsibility for compliance with all applicable agreements, terms of use/service, and other policies of the Energy Storage System Manufacturer and the Customer's ISP.

6. Annual Participation: The aggregate amount of energy storage capacity to be installed in a single calendar year through the Energy Storage Service shall not exceed 5 MW. GMP shall notify customers when the maximum annual capacity has been met with a notation on the GMP website.

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GREEN MOUNTAIN POWER CORPORATION
Energy Storage Lease

As part of Green Mountain Power Corporation (“GMP”) Energy Storage Service Tariff, eligible GMP customers may lease a battery system manufactured by Tesla. (“Manufacturer”).

Lessor: Green Mountain Power Corporation (“GMP”), 163 Acorn Lane, Colchester, Vermont 05446.

Customer: (printed) _____ (the “Customer”)

GMP Account Number: _____

Address for Installation: _____

_____ (“Home”)

Energy Storage System Equipment Description	Quantity
Tesla Powerwall 2.0 Batteries with integrated inverter unit(s)	2
One Tesla Gateway	1

1. Program Description: Customers will lease an Energy Storage System, which will be installed in the Home by Manufacturer certified contractors, subcontractors, or third-party installers on GMP’s participating installers list. As described in Section 4, Customer can choose to terminate this lease and participation in the program prior to installation with no further obligation to GMP. The Energy Storage System can provide Customer with whole-home backup power during a Grid outage. Duration of backup power will depend on the amount of energy stored in the Energy Storage System at the time of outage and the customer’s energy consumption during the outage. The Energy Storage System also provides Green Mountain Power with the ability to access and control the Energy Storage System for the purpose of reducing power costs for all customers. Installation includes all necessary equipment that provides communication and integration into GMP’s energy management platform (the “Platform”). Communication between the Energy Storage System and GMP is via the Platform using Customer’s Internet connection.

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2. Lease: GMP agrees to lease to Customer the Energy Storage System identified at the beginning of this Agreement. As Lessor, GMP will maintain ownership of the Energy Storage System for the entire term of this Agreement. The cost of the lease includes a fixed price paid by GMP for the fully installed system, which includes both the Equipment and a contribution toward installation costs. Depending on the installer selected by the Customer and conditions found during installation, installation costs may exceed GMP's contribution toward installation costs. Any additional installation charges will be disclosed by the installer to the Customer prior to installation, and will be billed separately. Such charges are due from Customer to the installer directly, and are not a part of this Agreement. Prior to installation, Customer may terminate this Agreement with no further obligation to GMP if the disclosed installation costs exceed GMP's installation cost contribution.

3. Term: This Agreement ("Agreement") shall commence upon installation of the Energy Storage System and continue for a period of ten (10) years, or until either Customer or GMP terminates this Agreement. There is an optional additional five (5) year term, as described in Paragraph 18. There is no option for Customer to purchase the Energy Storage System at the end of the Term.

4. Payment Options: There is no deposit required and no amount is due upon signing the Agreement. Payments will begin on the next GMP bill after installation. Select one of the two options for Lease Payments:

Check One

_____ \$55 per month for the entire Term; or

_____ A one-time payment of \$5,500. Charge will appear as a separate line item on the first GMP bill following the installation.

These charges are in addition to charges for electricity consumption and do not include applicable sales tax. Failure to make a timely payment under this Agreement shall not constitute grounds for disconnection of electrical service.

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5. Required Disclosures:

Amount Due at Lease Signing:	Monthly Payments*	Other Charges	Total Payments ** (the amount you will have paid at Lease end)
\$0.00	\$55.00 per month on your regular GMP monthly bill	Early Termination, if applicable: \$450.00 (see Paragraphs 7&8) Equipment Charge for failure to surrender unit upon Customer Early Termination or GMP Termination also may apply (see Paragraph 9)	\$6,600.00

**Monthly Payments do not apply if Customer has selected the one-time payment.*

***Does not apply if customer chooses one-time payment of \$5,500.*

****The costs in this chart cover the GMP Lease Agreement and do not include any additional installation costs charged by the Manufacturer certified installer directly to Customer, as described in Paragraph 2.*

6. Right to Cancel: At any time prior to the installation of the Energy Storage System, Customer may cancel this Agreement with no further financial obligation by notifying GMP.

7. Customer Termination: Customer may terminate this Agreement at any time prior to the end of the Term by providing notice to GMP (“Customer Early Termination”). In the event of Customer Early Termination, a disconnection charge of \$450 will be billed to the Customer. Within 30 days of Customer Early Termination, Customer shall surrender the Energy Storage System to GMP or Manufacturer (by allowing one or both of them to remove the Energy Storage System from the Home) in the same condition it was in at the time of installation, ordinary wear and tear excepted. In the event that Customer does not surrender the Energy Storage System as provided herein, Customer will be billed the Energy Storage System Equipment Charge as set out in Paragraph 9. If Customer has pre-paid for the Energy Storage System as provided in Paragraph 4, then after paying Early Termination disconnection fee and surrendering the equipment, Customer will receive a credit representing a pro-rated refund, based on the remainder of the Term (e.g. if 48 of the 120 months remain in the Agreement term, then Customer will receive $48/120 * \$5,500 = \$2,200$). Customer will be responsible for repairing cosmetic damage to their Home resulting from the removal of the Energy Storage System.

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8. GMP Termination: GMP may terminate this Agreement at any time prior to the end of the Term by providing notice to Customer (“GMP Early Termination”). Within 30 days’ notice of GMP Early Termination, Customer shall surrender the Energy Storage System to GMP or Manufacturer (by allowing one or both of them to remove the Energy Storage System from the Home) in the same condition it was in at the time of installation, ordinary wear and tear excepted. In the event that Customer does not surrender the Energy Storage System as provided herein, Customer will be billed an Energy Storage System Equipment Charge as set out in Paragraph 9. If Customer has pre-paid for the Energy Storage System as provided in Paragraph 4, then after surrendering the equipment Customer will receive a credit representing a pro-rated refund, based on the remainder of the Term (e.g. if 48 of the 120 months remain in the Agreement term, then Customer will receive $48/120 * \$5,500 = \$2,200$). Customer will be responsible for repairing cosmetic damage to their Home resulting from the removal of the Energy Storage System.

9. Energy Storage System Equipment Charge: In the event that Customer fails to surrender the Energy Storage System as provided in this Agreement, Customer will incur and receive an invoice for an Equipment Charge. The Equipment Charge is prorated on a base Equipment Charge of \$14,100.00, spread over a 120-month term. For example, if Customer or GMP terminates this Agreement in month 50, and Customer does not surrender the Energy Storage System as provided herein, Customer will incur an Equipment Charge calculated based on the remaining Term, as follows:

$$\begin{array}{r} \$14,100.00 \quad / \quad 120 \quad \quad \quad *70 \quad \quad \quad = \$8,225 \\ \textit{Total Equipment Charge / Total Months in Term} \quad * \textit{Unexpired Term} \quad = \textit{Equipment Charge} \end{array}$$

The Equipment Charge is due within 30 days of being invoiced for the same.

10. Change in Home Ownership: In the event of a sale of the Home where the Energy Storage System is installed, Customer shall provide GMP with thirty (30) days advance notice of the sale. Upon such notice, Customer will be provided information to share with buyer of the Home about assuming this Agreement. Both parties will be required to sign an Assignment of Agreement provided by GMP, which will be contingent on the consummation of the sale of the Home (“Closing”), and which must be returned to GMP prior to the Closing. If the buyer of the Home does not agree to assume the Agreement in writing, the sale shall be considered a Customer Early Termination, and is subject to the terms described in Paragraph 7. Customer must then arrange for removal of the Energy Storage System prior to the Closing or will be assessed the Equipment Fee described in Paragraph 9.

11. Default: Customer is in default under this Agreement if Customer fails to make any

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required payment when due or within 30 days of the due date or if Customer fails to meet any of its other obligations under this Agreement and such failure is not cured within ten (10) days written notice by GMP to Customer (each a "Default"). An uncured Default shall be considered a Customer Early Termination and is subject to the charges described in Paragraphs 7 and 9, if applicable.

12. Installation and Access: Manufacturer certified contractors, subcontractors, or third-party installers on GMP's participating installer list will work with the Customer to schedule installation of the Energy Storage System and any associated equipment. Customer gives GMP and Manufacturer certified contractors, subcontractors, or third-party installers permission to enter the Home to perform the installation and any maintenance, repair or removal activities during the Term of this Lease. Failing or refusing to allow reasonable access will be a Default.

GMP is not responsible for upgrading, repairing or maintaining any electrical panel, wiring, siting, support, foundation or any other matter that was not a part of the installation of the Energy Storage System, including any work performed by an electrician to ensure the Home's electrical service can support the Energy Storage System. GMP is not responsible and bears no liability for the malfunctioning of existing electrical equipment at the Home, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.

13. Energy Storage System Communication: Customer acknowledges that the Energy Storage System will not be fully accessible by GMP and/or Manufacturer without: (i) a working and reliable internet connection in Customer's Home that is positioned to communicate reliably with each Device; (ii) a user account for each Device where applicable; (iii) other system elements that may be specified as required by the manufacturer of any of the equipment (i.e. smart phone apps). It is Customer's responsibility to ensure that Customer has all required system elements and that such elements are compatible and properly configured. Customer is responsible for all fees charged by Customer's Internet service provider ("ISP") in connection with participation (if any). Customer also acknowledges his/her responsibility for compliance with all applicable agreements, terms of use/service, and other policies of Manufacturer and the Customer's ISP.

14. Lack of Device Communication: If GMP is unable to access the Energy Storage System and such access is not restored within 30 days upon notice by GMP, it may be considered a Customer Early Termination at GMP's option, and is subject to the terms described in Paragraphs 7 and 9, if applicable.

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15. Energy Storage System Access: The Energy Storage System will be installed with whole-home backup power capability, as feasible and in compliance with all applicable laws, standards and regulations. As Lessee, Customer's control over the Energy Storage System is limited to its usage as a backup power source in the event of a power outage up to the point that the battery is completely depleted. Duration of backup power will depend on the amount of energy stored in the Energy Storage System at the time of outage and the customer's energy consumption during the outage. GMP shall have the ability to continuously utilize the Energy Storage System at its sole discretion for the Term and has the right to use all the energy in the battery. The Energy Storage System Manufacturer shall also have access to the Energy Storage System for the purposes of operation, maintenance and support in accordance with the Manufacturer's specifications and warranty for the entire period of installation. Customer agrees to permit all software and system upgrades as required by the Energy Storage System Manufacturer. **BECAUSE THE BATTERY CAN BE DEPLETED AT ANY TIME, YOU SHOULD NOT RELY EXCLUSIVELY ON THE BATTERY TO POWER LIFE-SUPPORTING EQUIPMENT.**

You consent 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 this lease, you consent to this information being accessed and provided to or by GMP and/or GMP third party vendors. This information will be used to assist in programming, reporting, monitoring, and controlling the Energy Storage System, as well as other uses consistent with GMP's Privacy Policy (available upon request), and as provided in applicable third-party vendor terms and conditions.

You consent to the terms and conditions expressed in Equipment monitoring platform(s) and web-based management services that GMP utilizes to enable control and access of Energy Storage System, to view performance data, and otherwise enable required third party vendors or products, which may be amended or revised from time to time, and shall be posted and maintained on GMP's website at www.greenmountainpower.com. You expressly authorize GMP to use any interface necessary to facilitate vendor programming and communication with Energy Storage System, to access data generated by the Energy Storage System, and to issue commands for the operational control and management of the Energy Storage System consistent with this Agreement, including without limitation charging and/or dispatching energy and storage resources. You agree not to terminate applicable software licenses, interface or engagement, or to request that the Energy Storage System be disconnected from vendor programming or interface during the Term of this Agreement.

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16. Warranty and Maintenance: GMP has secured the Manufacturer's commitment to warranty the Energy Storage System to Customer as set forth on the Limited Warranty, attached as **Exhibit A** for informational purposes only (the "Limited Warranty"). As equipment owner, GMP will be responsible for maintenance and warranty issues of the Energy Storage System and Customer should contact GMP for any maintenance or warranty concerns. The Manufacturer or a Manufacturer's certified installer shall be provided access to the Energy Storage System for the purposes of operation, maintenance and support in accordance with the Manufacturer's specifications and warranty for the entire period of installation.

17. Customer Care and Maintenance Obligations: Customer is responsible for compliance with all warranty requirements relating to the Energy Storage System, and agrees not to tamper with the Energy Storage System and to permit only certified installers to work on the Energy Storage System. The Customer shall not permit the removal, relocation, alteration or repair of or tampering with the Energy Storage System without the written permission of GMP. The Customer shall not permit the Energy Storage System to be abused or damaged and shall not permit the nameplate identifying the Energy Storage System as the property of the Company to be defaced or removed. Costs for repairs that are the result of abuse or damage to the Energy Storage System are not covered this Agreement. Customer shall be liable for all such repairs. Customer shall maintain functional Internet connectivity with Wi-Fi capabilities for the duration of this Agreement.

18. Lease End Procedures: At the end of the 10-Year Term, Customer has no further financial obligation to GMP. The Customer may elect (in writing in a form provided by GMP) for the Energy Storage System to remain in place for GMP load management and Customer's use as a backup power source in accordance with this Agreement for an additional five (5) years at no additional monthly cost, with GMP's ability to continuously utilize the Energy Storage System at its sole discretion retained. GMP shall continue to own the Energy Storage System and will continue to be responsible for all maintenance, subject to the terms of this Agreement. Alternatively, Customer may request removal of the Energy Storage System at the end of the 10 year Term. In either case, the Energy Storage System will be removed by GMP and recycled at no cost to Customer.

19. Customer Acknowledgements:

- a. I acknowledge that GMP will control the charge and discharge of the Energy Storage System installed in my Home. I agree that GMP may access my Energy Storage System remotely for that purpose, and to monitor performance, perform diagnostics and upgrade firmware. Only the energy in the battery at the time of a grid outage will be available to me for backup power

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services as well as any additional energy produced by my solar system during that outage, if I have a connected solar system.

- b. I acknowledge that the Energy Storage System will only provide me with backup services (and only as provided in Paragraph 19(a)). Other Energy Storage System services, such as solar self-consumption, load shifting for utility bill management, or other potential future services will not be available.
- c. I acknowledge that the Energy Storage System Manufacturer owns all intellectual property rights associated with the Energy Storage System and its firmware, and any provided software. I understand that I will be required to provide certain information, including personally identifiable information, to both GMP and the third-party manufacturers of the Energy Storage System. By providing this information and entering into this lease, I consent to this information, as well as other information related to energy usage, being shared between GMP and third parties responsible for the management of the energy storage system and the grid. Information obtained by GMP or provided to GMP by the Manufacturer shall be used in accordance with GMP's Privacy Policy, which is available upon request. Information provided to a Manufacturer will be subject to the Manufacturer's Privacy Policy.
- d. I acknowledge that to enroll, I will need to review and approve Energy Storage System Manufacturer's "Customer Privacy" terms, which will be delivered to me upon installation of the Equipment in my Home.
- e. I acknowledge that to enroll, I must have a GMP Smart Meter installed.
- f. I acknowledge that I may qualify for a sales tax exemption on the lease of the Energy Storage System. I acknowledge that it is my responsibility to determine whether or not I qualify and that any tax advice should come from a tax professional. To review criteria, please visit <https://tax.vermont.gov/sites/tax/files/documents/SUTRenewableEnergyGenFacFS.pdf>. If you qualify, fill out the VT S-3E exemption certificate at <https://tax.vermont.gov/sites/tax/files/documents/s-3e.pdf> and mail it to Green Mountain Power, Customer Accounting, 2152 Post Road, Rutland, Vermont 05701 prior to your installation date.
- g. I acknowledge that I am required to own the premises where the Energy Storage System is installed, or obtain the owner's signed consent to install the Energy Storage System. By signing below, I represent that I own the premises where the Energy Storage System is installed, or I have received the owner's signed consent to install the Energy Storage System.

(Customer initials)_____

20. Liability: To the fullest extent allowed by law, except for claims covered by the Limited Warranty, neither GMP nor the Manufacturer shall 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, or modification to the Energy Storage System.

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Remedies for claims covered by the Limited Warranty are repair or replacement of the Energy Storage System as provided in Exhibit A-Limited Warranty.

21. Indemnification: Customer acknowledges that Energy Storage System could fail or malfunction in such a way as to cause damage to property and person. The Customer shall indemnify and hold harmless GMP for any injury or damage to any persons or property arising from access and use of the Energy Storage System caused by any breach of this Agreement by the Customer, by the negligence of the Customer or of his or her household members, agents, servants, employees, tenants, licensees, invitees, tenant's invitees, or independent contractors.

22. Risk of Loss and Insurance: Customer bears the entire risk of loss, theft or damage to the Energy Storage System from any cause during the term of this Agreement. GMP recommends obtaining or ensuring that the Energy Storage System is covered under your homeowner's insurance. GMP does not sell such insurance.

23. Miscellaneous: This Agreement shall be governed by the laws of the State of Vermont.

Except for the privacy policies referenced in Paragraph 19(c) and (d), and applicable Public Utility Commission Tariffs, this Agreement is the entire agreement between GMP and Customer pertaining to the Energy Storage System and supersedes any and all prior agreements, understandings, representations, and statements between the parties, whether oral or written. Any change to the terms of this Agreement must be in a writing signed by Customer and GMP.

The parties agree that any dispute arising out of this Agreement shall be brought either before the Vermont Public Utility Commission or before a State or Federal court in the State of Vermont.

24. Electronic Communication and Recurring Payment: Customer consents to receive communications from GMP electronically. Customer agrees that any agreements, notices, disclosures or other correspondence provided by GMP in electronic format satisfy any legal requirement that such communication be in writing. Customer may revoke this consent at any time by providing notice as provided below.

25. Customer Concerns and Notice: GMP appreciates your participation in creating a greener electricity future and we are committed to providing you with a great customer experience. Any Customer who experiences an issue with the Energy Storage System, has any questions on the operation, or who wishes to obtain detailed payment history information may contact the Green

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Mountain Power Energy Services Team at 1-888-835-4672. Any Notice required under this Agreement shall be sent to EICFrontline@greenmountainpower.com.

Customer Signature:

Date: _____

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Exhibit A – Limited Warranty
(To be provided with each Energy Storage System Lease Agreement)

TESLA POWERWALL LIMITED WARRANTY (USA)

Effective Date: May 24, 2017

Applies to:

13.5 kWh Powerwall 2 AC	Part Number 1108567-xx-x Part Number 1092170-xx-x Part Number 2012170-xx-x
Gateway	Part Number 1099752-xx-x
Backup Gateway	Part Number 1118431-xx-x
Gateway Meter	Part Number 1112484-xx-x

Ten Year Limited Warranty

Tesla, Inc. warrants that:

- (1) Your Powerwall will be free from defects for ten years following its initial installation date; and
- (2) Your Powerwall will have an energy capacity of 13.5 kWh on its initial installation date, and will retain energy capacity as shown in the table below.

Application	Energy Retention¹	Operating Limitation
Solar self-consumption ² or time-based control ³ , and backup ⁴	70% at 10 years following initial installation date	Unlimited cycles
Any application not listed above, or any combination of applications that includes one not listed above	70% at 10 years following initial installation date	37.8 MWh of aggregate throughput ⁵

Note that this Limited Warranty (including its duration) is subject to a number of important exclusions and limitations, which are set out in detail below.

Remedies

If your Powerwall fails to comply with the above Limited Warranty, Tesla will, in its sole discretion, either repair your Powerwall (using new or refurbished parts), replace your Powerwall with an equivalent product (new or refurbished), or refund you the market price of an equivalent product at the time of the warranty claim. If your Powerwall is repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replacement product. Under no circumstances will the original warranty period be extended as a result of your Powerwall being repaired or replaced.

¹ Expressed as a % of 13.5 kWh rated capacity.

² Storing energy generated by an onsite solar array, and using that stored solar energy for daily self-consumption.

³ Storing energy generated by the grid or an onsite solar array, and using that stored energy for time-of-use load shifting.

⁴ Storing energy generated by the grid or an onsite solar array, and using that stored energy as backup power.

⁵ Measured at the battery AC output.

What Products are Covered?

This Limited Warranty applies to any Tesla Powerwall that (1) was purchased from Tesla or a Tesla certified installer in the United States of America; (2) has one of the part numbers referenced above; and (3) is installed in the United States of America. Please contact Tesla if you have any concerns regarding whether you purchased your Powerwall from a Tesla certified installer.

Who Can Make a Claim?

Limited Warranty claims can be made by or on behalf of the end user who acquired and put the Powerwall into use for the first time. A subsequent owner of the Powerwall who provides proof of ownership is also entitled to make Limited Warranty claims.

Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to <http://www.adr.org>.

The arbitrator may only resolve disputes between you and Tesla and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

Limitations and Disclaimer

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR POWERWALL. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described in this Limited Warranty.

Relationship with Applicable Law

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary from state to state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the limitations in the “Limitations and Disclaimer” section above may not apply to you. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.

General Exclusions

This Limited Warranty does not apply to any defect or energy capacity shortfall resulting from any of the following: (i) abuse, misuse or negligence, (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of Tesla; (iii) storage, installation, commissioning, modification or repair of your Powerwall, or opening of the external casing of your Powerwall, that is performed by anyone other than Tesla or a Tesla certified installer; (iv) failure to operate or maintain your Powerwall in accordance with the Owner’s Manual; (v) any attempt to modify your Powerwall, whether by physical means, programming or otherwise, without the express written consent of Tesla; or (vi) removal and reinstallation of your Powerwall at a location other than the original installation location, without the express written consent of Tesla.

In addition, this Limited Warranty does not cover (a) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of your Powerwall; (b) noise or vibration that is not excessive or uncharacteristic and does not impact your Powerwall’s performance; (c) damage or deterioration that occurs after the expiration or voiding of the warranty period; or (d) theft of your Powerwall or any of its components.

Exclusion for Failure to Connect to the Internet or Failure to Register your Powerwall

In order to provide this Limited Warranty for the full ten year warranty period, Tesla requires the ability to update your Powerwall through remote firmware upgrades. Installation of these remote upgrades may interrupt the operation of your Powerwall for a short period. By installing your Powerwall and connecting it to the Internet, you consent to Tesla updating your Powerwall through these remote upgrades from time to time, without further notice to you. If your Powerwall is not connected to the Internet for an extended period, or has not been registered with Tesla, we may not be able to provide important remote firmware upgrades. In these circumstances, we may not be able to honor your full ten year Limited Warranty. We would prefer to avoid this, so will try to contact you if your Powerwall’s Internet connection is interrupted for an extended period. If you did not purchase your Powerwall directly from Tesla or our affiliate, **please register your**

Powerwall with Tesla⁶ so we are able to contact you, if necessary. Even if we can't honor your full ten year Limited Warranty for the above reasons, we will always honor your Limited Warranty for at least four years following the date your Powerwall was installed for the first time, subject to the exclusions and limitations set out in this Limited Warranty.

California Proposition 65 Warning

We are required to advise you that lithium-ion batteries may contain chemicals known to the State of California to cause cancer, birth defects and reproductive harm. We don't expect you to come into contact with any part of your Powerwall other than the external casing. If you do, please wash your hands afterwards.

Modifications and Waivers

No person or entity, including a Tesla employee or authorized representative, can modify or waive any part of this Limited Warranty. Tesla may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Limited Warranty, either for specific Powerwall models or on an ad hoc, case-by-case basis. Tesla reserves the right to do the above at any time without incurring any obligation to make a similar payment to other Powerwall owners.

Limitation of Liability

TESLA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER TESLA HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. TESLA'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR POWERWALL.

SOME STATES DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, OR MAY ONLY APPLY TO A LIMITED EXTENT.

Limitation on Use

YOUR POWERWALL IS NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. TESLA DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR POWERWALL. FURTHER, TESLA RESERVES THE RIGHT TO REFUSE TO SERVICE ANY POWERWALL USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF TESLA'S SERVICE OR REFUSAL TO SERVICE YOUR POWERWALL IN SUCH CIRCUMSTANCES.

⁶ The Tesla certified installer who sold you your Powerwall should give you an opportunity to register your Powerwall during the commissioning process. In order to register, you will need to accept the Tesla Customer Privacy Policy (www.tesla.com/legal). If you do not register at the time of installation, you can do so later by contacting us at the email address or telephone numbers listed at the end of this Limited Warranty.

Governing Law

This Limited Warranty shall be governed by the laws of the state where your Powerwall is installed, except to the extent inconsistent with or pre-empted by federal law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Claims Process

In order to make a claim under this Limited Warranty, please contact the Tesla certified installer who sold you your Powerwall. If you are unable to contact the Tesla certified installer who sold you your Powerwall, or if you purchased your Powerwall directly from Tesla, you should contact Tesla at the address, email address or telephone numbers identified below. For a warranty claim to be processed, it must include (i) proof of the original purchase of your Powerwall and any subsequent transfers of ownership, (ii) a description of the alleged defect(s), and (iii) your Powerwall's serial number and original installation date. Prior to returning any Product to Tesla, you should obtain an RMA (Return Merchandise Authorization) number from Tesla by submitting a Service Request Form at the link indicated below.

Tesla Contact Details

- **Tesla website for submitting a Service Request Form:**
www.tesla.com/support/powerwall
- **Tesla email:** powerwallsupport@tesla.com
- **Tesla address:** 3500 Deer Creek Road, Palo Alto, California 94304,
Attn: Powerwall Warranty Claims
- **Tesla telephone numbers:**
 - Australia: +61 1 800 294431
 - Austria: +43 800 80 2480
 - Belgium: +32 800 26614
 - Canada: +1 (877) 798-3752
 - France: +33 18 288 5096
 - Germany: +49 800 724 4529
 - Ireland: +44 800 098 8064
 - Italy: +39 800 59 6849
 - Luxembourg: +35 280 08 0921
 - Netherlands: +31 800 3837301
 - New Zealand: +64 800 99 5020
 - Portugal: +35 180 018 0397
 - South Africa: +27 87 550 3480
 - Spain: +34 911 982 624
 - Switzerland: +41 800 002634
 - US: +1 (877) 798-3752
 - UK: +44 800 098 8064
 - Japan: +81 3-6890-7700