

GREEN MOUNTAIN POWER CORPORATION
Bring Your Own Device (“BYOD”) Terms & Conditions

Below are important terms that you must understand and agree to in order to participate in the BYOD program. Application of these terms is dependent on the BYOD program that you have selected below, either the One-Time Upfront Incentive – Battery (Back Up Only) or One-time Upfront Incentive – Battery (Self-Consumption).

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

Email Address: _____

Phone Number: _____

GMP Account Number: _____

Name of Installer _____

Address for Installation: _____ (“Home”)

 (“Equipment”). See Attachment for compatible list of equipment.

_____ (“Back Up Only”) OR _____ (“Self-Consumption”)

Device Manufacturer: _____

Device Serial #: _____

Power Limit and Capacity Available to GMP: ___ 2kW ___ 2.5kW ___ 3kW ___ 3.5kW
___ 4kW ___ 4.5kW ___ 5kW ___ 5.5kW ___ 6kW ___ 6.5kW ___ 7kW ___ 7.5kW
___ 8kW ___ 8.5kW ___ 9kW ___ 9.5kW ___ 10kW

___ 3 hour capacity ___ 4 hour capacity

BYOD Incentive To Be Sent To: ___ Customer ___ Installer

- 1. Acknowledgment of Access to Equipment, Internet Access, and Customer data:** You agree that the Equipment: (i) has a working and reliable internet access in Customer's home that is positioned to communicate reliably with the Equipment; (ii) has a user account for the Equipment where applicable; (iii) has 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, YOU SHOULD NOT RELY EXCLUSIVELY ON THE BATTERY EQUIPMENT TO POWER LIFE-SUPPORTING EQUIPMENT.** You agree that GMP may access the Equipment remotely for load management purposes as state herein, and to monitor energy usage discharge and performance. It is your responsibility to ensure that you have all required system elements and that such elements are compatible and properly configured. You are responsible for all fees charged by your Internet service provider ("ISP") in connection with participation. You also acknowledge responsibility for compliance with all applicable agreements, terms of use/service, and other policies of your Equipment Manufacturer/Installer and your ISP.

Customer Initials

- 2. Equipment & Access Disruption Fee:** In the event that Equipment fails to operate or GMP is unable to communicate with the Equipment and communication or access is not restored as necessary within 30 days' after notice from GMP, for each One Time Up Front Incentive – Battery (Back Up Only) previously received, you will incur a charge of \$12.70 per kW per month, until access is restored, or this Agreement is terminated in accordance with Paragraph 6.
- 3. Equipment Performance:** If Equipment fails to perform within +/- 10% of the enrolled capacity noted above or to perform in self-consumption mode as required, 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 as provided in Paragraph 6.
- 4. Control of Equipment During Peak Event and Data Access:** Unless you have selected the self-consumption option, You acknowledge that GMP will control the Equipment in your home as necessary and agree that GMP may access and control your Equipment during Peak Events as required. A "Peak Event" is defined as a period of time in which GMP will make necessary changes to the Equipment. 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 electronic method, at least 4 hours in advance.

As part of this Pilot, 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 up to participate in the BYOD Program, 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 Equipment, 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. GMP control of Equipment enrolled in BYOD self-consumption option is not necessary or required, but the enrolled system must be connected to GMP and data made available as stated herein.

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 Equipment, 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 Equipment, to access data generated by your Equipment, and to issue commands for the operational control and management of the Equipment 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 Equipment be disconnected from vendor programming or interface during the Term of this Agreement. **Acknowledgment of Customer:** You acknowledge and agree that GMP may control the operation, charge and discharge of the Equipment installed in your home as necessary, and that only the energy in the Equipment at the time of a grid outage will be available to you for backup power services. Other Equipment benefits and services, such as self-consumption (except for customers who elect self-consumption as discussed in Paragraph 9 of this agreement), 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 Equipment.

You acknowledge and understand that if your Equipment 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 Equipment'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 and availability of your Equipment. GMP cannot guarantee that your Equipment 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 Equipment during or prior to a weather event that is expected to cause system outages.

BECAUSE THE BATTERY EQUIPMENT CAN BE DEPLETED AT ANY TIME, YOU SHOULD NOT RELY EXCLUSIVELY ON THE BATTERY EQUIPMENT TO POWER LIFE-SUPPORTING EQUIPMENT.

Customer Initials

5. **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.
6. **Termination:** Either party may terminate this Agreement by providing the other party 30 days’ written notice of termination. Upon early termination by Customer, Customer will owe GMP a pro-rated one-time payment based on the calculation below, payable within 30 days of invoice:

Number of months remaining in the Initial Term / total months in Initial Term * *per kW* incentive or per incentive given = Total amount *per kW* owed to GMP (Back up Only Incentive) or Total amount (no KW multiplier) owed to GMP (Self-Consumption Incentive).

Examples:

Back up Only Incentive: If 48 of the 120 months remain in the Term, Customer will owe $48/120 * \$850 = \340 *per kW*, or in the case of the higher incentive: $48/120 * \$950 = \380 *per kW*. Installations in a GMP- constrained area as shown on GMP’s website receiving an additional \$100 incentive would be calculated as follows:
 $48/120 * \$950 = \380 *per kW* or in the case of the higher incentive $48/120 * 1050 = \$420$ *per kW*.

Self-Consumption Incentive: If 48 of the 120 months remain in the Term, Customer will owe $48/120 * \$850 = \340 . Installations in a GMP- constrained area as shown on GMP’s website receiving an additional \$100 incentive would be calculated as follows:
 $48/120 * \$950 = \380.00 .

7. **Change in Home Ownership:** You acknowledge that you are required to own the premises where the Equipment is installed. By signing below, you represent that you own the premises where the Equipment is installed.

You agree to provide GMP with 30 days advance notice of a sale of the home where the Equipment is installed. In the event of a sale, you may choose to terminate this Agreement in accordance with Paragraph 6 or if the parties agree, the new owner may assume this Agreement in writing. You are responsible for providing GMP with an executed assignment and assumption agreement, in a form provided by or acceptable to GMP for our records. Assignments that attempt to relieve you from responsibility for sums incurred prior to the sale are not permitted. Sale or transfer of the Equipment to a third party who has not assumed this agreement shall constitute automatic termination of this Agreement, and in that case, You acknowledge that you will be billed for any upfront incentive on a pro-rata basis consistent with Paragraph 6.

8. Equipment Incentive Terms:

Backup Only Option: Customers have the option to provide GMP with a three-hour resource or a four-hour resource, which will dictate the amount of the one-time upfront incentive provided GMP. You acknowledge that the one-time incentive for Equipment used for back up and are not paired with self-consumption is calculated at \$850 per kW (up to 10 kW) that is available for a minimum duration of 3 hours at the full chosen capacity rating or \$950 per kW (up to 10kW) that is available for a minimum duration of 4 hours at the full chosen capacity rating. An additional \$100 per kW (up to 10 kW) incentive payment will apply to Equipment installed as a stand-alone system or paired with a pre-existing solar array in a constrained area of GMP's grid as defined by the red, orange, and yellow sections on GMP's solar map at the time of sign up.

Self Consumption Option: You acknowledge that if you elect the one-time incentive for Equipment used for self-consumption, your household is required to self-supply from the Equipment for the duration of each Peak Event, and that the one-time incentive payment for Equipment paired with self-consumption is \$850.00. An additional \$100 incentive payment will apply to Equipment installed as a stand-alone system or paired with a pre-existing solar array in a constrained area of GMP's grid as defined by the red, orange, and yellow sections of GMP's solar map at the time of sign up. You agree to program your Equipment to perform in self-consumption mode consistent with this agreement for the Term, and to notify GMP if your Equipment is no longer being used in self-consumption mode. If requested, you agree to provide GMP with verification that your Equipment is being used in self-consumption mode in accordance with this agreement. If GMP determines that it is not being used in self-consumption mode, or that household grid consumption is not being reduced as expected during Peak Events, GMP shall have the option to terminate this Agreement in accordance with Paragraph 6.

The amount of the upfront incentive payment due will be confirmed by GMP once the Equipment completes a verification process to determine full functionality within GMP's energy platform.

Customers who receive the added incentive for being located in a constrained area of the GMP grid, agree to ensure that the Equipment is charging via solar between the hours of 10am and 2pm daily. GMP will review Charging patterns for any customers who receive the added incentive, and reserves the right to collect the added incentive amount if customer does not comply with this requirement.

Upfront incentives will be mailed out in the form of a check within approximately 2 weeks of GMP confirming the functionality of the installed system.

- 9. Fees:** BYOD program fees are due and will be included on your GMP utility bill. Fees are non-by passable and include a monthly integration and communication fee of \$3.97 (which covers the costs of software integration), additional manufacturer or network fees and charges if applicable (see next paragraph), access disruption fee of \$12.70 per kW per month, if applicable, and any prorated return of incentive in the event of early termination.
- 10.** If you enroll Equipment that requires additional manufacturer or network fees or charges, you will be responsible for those additional charges, which will be passed through by GMP to you. A list of those fees and charges is maintained on GMP's website here www.greenmountainpower.com.
- 11. Liability:** To the fullest extent allowed by law, 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, or modification to the Equipment.
- 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 Equipment 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** You must send any Notice required under this Agreement to EICFrontline@greenmountainpower.com.
- 14. Governing Law.** This Agreement shall be governed by the laws of the State of Vermont. Except for the privacy policies referenced in Paragraph 4, and applicable Public Utility Commission Tariffs, this Agreement is the entire agreement between GMP and Customer pertaining to the Bring Your Own Device Program 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.

15. Miscellaneous. Equipment eligibility is at the sole discretion of GMP. Equipment that is enrolled in other GMP tariff or incentive programs is not eligible.

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

GMP Customer Signature:

Name: _____
Date: _____

Compatible Equipment

Tesla Powerwall 2.0

Sonnenbatterie

Pika Energy Systems

SolarEdge StorEdge Compatible Systems

Sunverge Batteries

See GMP website for updates www.greenmountainpower.com