



MCE Energy Storage Program Agreement (ESPA)

Participant Information

Participant Name	
Contact Name (if Participant is an entity)	Title (if applicable)
Phone	e-mail

Project Developer (Program Trade Ally)

Company Name		
Contact Name	Phone	e-mail

Project Installer (Subcontractor to Program Trade Ally, if applicable)

Company Name		
Contact Name	Phone	e-mail

Project Site Information

Site Address	City	State	Zip
PG&E Service Account ID (SAID) Number(s) for the building where equipment will be installed. Please provide the last four digits of the SAID Number for each Site included in the Project. _____			
Electric rate schedule (as of date of agreement)*: <input type="checkbox"/> Participant must take action to take service under one of the rate schedules listed in section 1e of the Terms and Conditions below. Participant agrees to submit the required request for rate change to PG&E no later than the date of PG&E's grant of permission to operate the battery.			

Project Scope Information

Leave this section blank and attach Project proposal and/or SGIP application if available.

\$	Storage System Costs (standard battery and install costs)
\$	Ancillary Costs (e.g. panel upgrades, trenching)
\$	Total Eligible Project Costs (per current SGIP Handbook)
\$	Estimated SGIP Incentive
\$	MCE Gap Funding (as applicable, see below)
\$	MCE Bridge Funding (as applicable, see below)
\$	Estimated Remaining Costs
\$	Estimated Remaining Costs, without SGIP

Installed capacity size (kWh)	Manufacturer
Model	Serial #

Gap Funding

Provided by MCE in exchange for control of battery

\$	Payee:
Not to exceed \$	
<input type="checkbox"/>	If the box to the left is checked, Participant assigns the Gap Funding payment (see Attachment C) to the third-party Payee listed above. This assignment requires the Energy Storage Program Gap Funding Assignment Agreement be executed and attached hereto as part of this Agreement.

Bridge Funding

Non-residential Participants	\$	Payee:
General Market Residential Participants	\$	Payee:
Equity Resiliency Residential Participants*	\$	Payee (Trade Ally or its Subcontractor):
<input type="checkbox"/>	If the box to the left is checked, Participant assigns the Bridge Funding payment (see Attachment D as applicable to Non-residential and General Market Residential Participants) to the third-party Payee listed above. This assignment requires the Energy Storage Program Bridge Funding Assignment Agreement be executed and attached hereto as part of this Agreement.	
*Bridge funding for Equity Resiliency residential Participants ("Equity Resiliency Bridge Funding") is provided by MCE to Trade Allies or their Program-authorized subcontractors or agents ("Subcontractors") only (the "Equity Resiliency Bridge Funding Recipient"). Participant will not receive such funds. Prior to receiving any such funds, the Payee listed for the Equity Resiliency Residential Participants above must enter into an Energy Storage Program Bridge Funding Agreement with MCE.		

Performance Based Payment(s)

Applicable to non-residential customers only

\$	Frequency:	Payee:
<input type="checkbox"/>	If the box to the left is checked, Participant assigns the Performance Based Payments (see Attachment B) to the third-party Payee listed above. This assignment requires an additional agreement between the Participant and the Payee.	

Monthly Bill Credit

On-bill credit provided through MCE Electric Schedule EST – Energy Storage Tariff

\$	/month	Payee:
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Term

Term Duration (years):	Term Start Date:
Standard terms are 5 and 7 years for residential and non-residential sites, respectively. Terms may be negotiated for exceptional cases at MCE's discretion.	
Term end date will be 5 or 7 years, as indicated based on the Term Duration above, from the date both (1) Participant receives utility's grant of permission to operate the battery and (2) MCE's Distributed Energy Resources Management System (DERMS) software platform (Enbala Concerto or successor) is installed enabling MCE to monitor and control the ESS. For clarity, the Term Start Date is and shall be filled in with the date Participant signs this Agreement.	

Third Party Ownership Information

The Energy Storage System (ESS) must be owned by Participant. If the Solar System is owned by a person or entity other than the Site Owner, the box below must be checked. MCE does not anticipate that its control of the ESS will interfere with the operation of the Solar System or impact the terms of any agreement with the third-party owner of the Solar System (i.e. a lease, prepaid lease or power purchase agreement), however MCE does not guarantee that this Agreement does not conflict with any agreement with a third-party owner of the Solar System and takes no responsibility or liability for any such conflict. MCE advises Participant to check the terms of any agreement with the third-party owner of the Solar System to ensure that this Agreement does not conflict and to obtain the consent to this Agreement of the third-party owner of the Solar System, if required.

If the box to the left is checked, Participant represents that the Solar System is owned by a person or entity other than the Site Owner.

Installation Completion Deadline Requirement

All work related to this agreement must be installed and fully-operational no later than _____. Failure to meet this deadline due to withdrawal or delay due to actions and/or inaction by the Participant may result in adjustment or forfeiture of all financial payments and funding from MCE hereunder.

Consent to Electronic Disclosures & Contracting

Participant consents and agrees to receive electronically all communications, agreements, documents, notices, records, legal disclosures, and other information (collectively, "Electronic Records") that MCE provides in connection with this Agreement. Participant further agrees and consents to the use of electronic signatures (such as clicking, checking, signing using a digital pen, or otherwise manifesting assent) in the processing of Electronic Records. Participant has the right to withdraw this consent at any time by calling 1 (888) 632-3674 or emailing info@mcecleanenergy.org. Participant must notify MCE of any change in Participant's e-mail address by using the contact information above.

Participant Agreement and Signature

This MCE Energy Storage Program Agreement ("ESPA") is made and entered into by and between Marin Clean Energy ("MCE") and Participant as of the Term Start Date. By my signature below, I represent to MCE that (i) the Participant has read, understands, and agrees to be bound by the terms, conditions and requirements of this contract between MCE and Participant (including this cover page, the Energy Storage Program Terms, Conditions & Requirements and all attachments hereto) ("Agreement"), (ii) if Participant is an entity rather than an individual, its authorized representative listed below ("Authorized Representative") has the authority to sign this Agreement on behalf of the Participant, and (iii) all accompanying Project documentation is complete, true, and accurate to the best of my knowledge.

Authorized Representative of Participant <i>(if Participant is an entity; please print)</i>	Title	Date
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Signature of Participant or Authorized Representative of Participant *(if Participant is an entity)*

Energy Storage Program Terms, Conditions & Requirements

MCE's Energy Storage Program ("Program") provides certain payments and funding options to active customers within its service territory installing behind-the-meter Energy Storage Systems (ESS) (each, a "Participant"). In exchange for these payments and financing options, MCE will have the ability to monitor and control the ESS in accordance with the terms, conditions and requirements specified herein. MCE will actively manage the ESS to reduce local peak demand, reduce overall cost of service to the Participant, reduce greenhouse gas emissions, and provide resiliency benefits for Participant during emergencies and grid outages.

Participant agrees that MCE will be the sole entity controlling and dispatching the ESS for the duration of this Agreement ("Term"), as described in Attachment A. In exchange for MCE's right

to control the ESS according to the terms and conditions set forth herein, MCE shall make the payments described in Attachment B ("ESS Management and Control Payments"), and, if the appropriate boxes are populated on the cover page hereto, shall provide the gap funding described in Attachment C hereto ("Gap Funding") and/or the SGIP application fee bridge funding for non-residential Participants, the SGIP incentive for general market residential Participants bridge funding, and the Equity Resiliency Bridge Funding for equity resiliency residential Participants, collectively described in Attachment D hereto (collectively, "Bridge Funding"). Participant or the MCE-authorized installer of the ESS ("Project Developer") will apply for incentives from the PG&E's Self-Generation Incentive Program (SGIP). As used in this Agreement, other than on the cover page hereto, the term "Project Developer" includes any Subcontractor to or agent of the Project Developer (i.e. the Project Installer). The combined total of Gap Funding, Bridge Funding and any other incentives (including, but not limited to Equity Resiliency Bridge Funding, SGIP incentives and Investment Tax Credit, if applicable) received for the Project shall not exceed the Total Eligible Project Costs, as defined in the current SGIP Handbook.

1. Participants in MCE's Energy Storage Program are required to:
 - a. Be an active customer of MCE during the entire Term;
 - b. Have an existing or planned solar photovoltaic system ("Solar System") installed and interconnected at the site (or sites) where the ESS will be located (the "Site") at the time when the ESS is approved for interconnection and begins operation;
 - c. Be authorized to approve the installation of an ESS and Solar System (if the Solar System is not already installed at the Site), including any necessary modifications to the electrical system, either:
 - i. as the legal Site owner,
 - ii. as the duly authorized representative of the Site owner, OR
 - iii. with prior, written authorization and approval from the legal owner of the Site;
 - d. Have or agree to install and utilize a SmartMeter, MV-90, or equivalent load meter capable of providing 15-minute interval data;
 - e. Take service under one of the following rate schedules:
 - i. Residential: E-TOU-A, E-TOU-B, E-TOU-C, E-TOU-D, EM-TOU, E-6 or EV2
 - ii. Commercial: B-1, B1-ST, B-6, B-10, B-19, B-20, or SB
 - iii. Other rate schedules will be determined on a case by case basis. Please email energystorage@mcecleanenergy.org or visit www.mcecleanenergy.org/resiliency for more information.

Rates listed above are eligible to participate in the Program and need to be verified as an eligible rate for SGIP as well, if the Project is receiving SGIP incentives.

2. As a condition of participating in MCE's Energy Storage Program and receiving the monthly bill credit and, if applicable, Performance Based Payments, Gap Funding and Bridge Funding, Participants must allow MCE to monitor and control the ESS for the Term of this Agreement. MCE's control and utilization of the ESS is described in Attachment A. Participants must not allow any other person or entity to control this or any other ESS interconnected at this Site.

3. Participant must install a fully functional ESS with equipment and/or software using an MCE-authorized Project Developer that is OpenADR 2.0b compliant to enable monitoring and control of the ESS by MCE's Distributed Energy Resources Management System (DERMS) software platform, Enbala Concerto, or a successor OpenADR 2.0b compliant DERMS platform. MCE's approved Project Developers can provide information on currently approved equipment and software.
4. Participant must be the owner and title holder to the ESS (once constructed and operating) during the Term.
5. Participants must provide access to the ESS telemetry and usage data for the duration of this Agreement. Such data includes, but may not be limited to information regarding how frequently the ESS charges and discharges, the timing and amount of such charges and discharges, and may include data relating to the Solar System production or Site's energy usage (all such data, the "Data"). MCE will not disclosure Data without the consent of Participant, except in the following circumstances: (1) to MCE's agents, independent contractors and subcontractors for purposes of operating and reporting on the Program; (2) where the Data does not contain personally identifiable information (including where Data has been de-identified); (3) if MCE is required to do so by any law or regulation or in the good-faith belief that such action is necessary to comply with any law, regulation, order or other legal process; (4) if MCE believes, in good faith, disclosure is appropriate or necessary to (A) take precautions against liability, (B) protect MCE or others from fraudulent, abusive, or unlawful uses or activity, (C) investigate or defend against any third-party claims or allegations or (D) protect the security or integrity of MCE's services and any facilities or equipment used to make MCE's service available.
6. During the entire Term, Participant agrees to provide the ESS with continuous access to a functioning broadband internet connection with one (1) wired Ethernet port (preferred) or a wireless Internet connection and standard electrical outlet.
7. Participant agrees to operate and maintain the ESS and all associated equipment in accordance with the rules, stipulations and restrictions of all manufacturer requirements and warranties as well as all State and local codes and regulations. Participant must provide or arrange for the provision of operations and maintenance services on the ESS. MCE is not responsible for operations or maintenance services on the ESS.
8. Participant may not modify, disconnect, or uninstall the ESS equipment and/or software during the Term, unless required for maintenance, repair, or safety reasons and Participant has provided advance notice to MCE (if possible in light of safety considerations), after which the ESS must be restored to original condition and specifications. Participant must notify MCE immediately if there have been any modifications to the ESS equipment and/or software by any person or entity, or if there has been any damage to or removal of the ESS. Please see Section 18 below for consequences in the event of noncompliance with this section by Participant. Notwithstanding the foregoing, manufacturer-recommended software upgrades are permitted without needing to notify MCE, so long as such upgrades do not impact MCE's ability to monitor and control the ESS.

9. With the exception of required shutdowns for safety or maintenance, Participant agrees to ensure that the Solar System is operated and maintained such that it is generating at its expected capacity (as per manufacturer's projections) during the Term.
10. Participant has and agrees to maintain during the full Term customary property and liability insurance with respect to the Site, including sufficient coverage for any damage to the Solar System and/or the ESS.
11. Participant understands and agrees that its right to receive the ESS Management and Control Payments, and any Gap Funding and Bridge Funding, if applicable, and the right of Trade Ally or its Subcontractor to receive Equity Resiliency Bridge Funding, if applicable, require compliance with the terms and conditions of this Agreement for the full Term.
12. Participant agrees to allow MCE, and/or its subcontractor(s) and any other affiliated parties, access to the Site during reasonable hours during the Term to: specify, install, operate, maintain, repair and remove equipment used to measure Project-related kW Usage; perform Program related Audit; and perform Program-related Inspections.
 - a. The Program may conduct a site inspection during or after installation is complete. If the Program representatives determine that the ESS was not installed in a manner consistent with the approved Project, was not installed in a manner consistent with the provisions of this Agreement, or Participant has taken measures that counter the Program's goals such as going off-grid or removing the battery from Site, adjustments to the funding terms and benefits shall occur as set forth in the applicable Attachments. In addition, the Program may perform up to two (2) inspections per year during the Term.
13. The Project must be developed and installed by a Project Developer from the Program's list of "Trade Allies" (i.e. MCE-authorized Project Developers under the Program). These Project Developers are pre-approved due to familiarity with SGIP and MCE's requirements regarding equipment specifications and battery control. While the Program will work with Project Developers to manage pricing, the Participant is responsible for negotiating an installation contract with the Project Developer, monitoring the Project Developer's work, and managing and resolving any disputes that may arise between Participant and Project Developer with respect to the contract or the work performed under the contract. Participant shall require its Project Developer to install the ESS in accordance with all applicable federal, state and local law. MCE does not guarantee or warranty, and is not responsible for any acts or omissions of any Project Developer, including, but not limited to the work performed by Project Developer. MCE shall have no liability for any claims arising from work performed by Project Developer, including, but not limited to, damage to the Site, the ESS or any persons or property at or about the Site, or the performance of the ESS. MCE shall have no liability for any claims or damages caused by the ESS, including, but not limited to, any defects therein. Participant hereby releases MCE from any claims or liabilities relating to the Project Developer's acts or omissions.
14. MCE and/or its subcontractor(s) will develop a Measurement and Verification (M&V) plan for the purpose of measuring ESS performance and subsequent energy savings from deployed Use Cases, defined and described in Attachment A, on an ongoing basis for the Term of this Agreement. Participant agrees:

- a. To allow MCE and/or its subcontractor(s) to install M&V equipment; AND
 - b. To allow for such equipment to remain in place and functional for the entire Term of this Agreement; AND
 - c. Not to remove, modify, or tamper with installed M&V equipment.
15. The Participant agrees to remove and dispose of any batteries and/or equipment being replaced by the ESS in accordance with all laws, rules, codes and regulations. The Participant agrees not to reinstall the ESS anywhere in California, or transfer it to any other party for installation in California.
16. Both Parties agree not to use the names or identifying characteristics of the other Party or the Site for published Project reports, advertising, sales promotion or other publicity or public disclosure without the applicable Party's prior written consent.
17. The Program may be modified, suspended or terminated at any time without prior notice. The consequences of termination of this Agreement prior to the end of the Term with respect to the ESS Management and Control Payments, Gap Funding and Bridge Funding are set forth on Attachments B, C and D, respectively. In the event of termination of this Agreement MCE or its authorized subcontractor(s) shall be granted immediate access to the Site in order to remove M&V Equipment.
18. The following circumstances shall constitute a material breach of this Agreement by Participant ("Breach"): (a) Participant opts out of MCE service (i.e., reverts back to being a full-requirements customer of PG&E); (b) Participant abandons the Site, or for any reason other than selling, leasing or renting the Site to another MCE customer, terminates service with MCE; (c) Participant modifies, removes, disconnects, decommissions, fails to properly maintain or operate the ESS or has the ESS interconnection agreement revoked for any reason; or (d) the ESS is destroyed or damaged other than as a result of the negligence of MCE. In the event of a Breach that has not been cured by Participant within ten (10) days of notice of such Breach to Participant, MCE shall have the right to terminate this agreement ("MCE Termination for Breach"). The consequences of an MCE Termination for Breach are set forth in Attachments (B) – (D).
19. This Agreement may not be assigned by MCE without the prior written consent of Participant. If the Participant sells or leases the Site, Participant may assign this Agreement if (a) the new Site owner or lessee enters into an assignment and assumption agreement assuming all of the obligations of Participant hereunder and (b) MCE provides prior, written consent to the assignment.
20. Failure to Repay Funds Owed to MCE: In the event of a failure of the Participant to repay any Gap Funding or Bridge Funding provided by MCE, pursuant to the terms and conditions of this Agreement, MCE may exercise all remedies available to it in law or equity, including, but not limited to, initiating a collection process to recover the amounts owed and immediate suspension or termination of any Monthly Bill Credits and Performance Based Payments.
21. Participant shall be responsible for the payment of any and all taxes associated with the Project or incurred as a result of the SGIP incentives or the Performance Based Payments, Gap Funding or Bridge Funding.

22. **LIMIT OF LIABILITY:** MCE AND PARTICIPANT WAIVE ANY AND ALL CLAIMS AGAINST EACH OTHER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, MULTIPLE, AND PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE CULPABLE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MCE'S TOTAL AGGREGATE LIABILITY TO PARTICIPANT UNDER THIS AGREEMENT ON ALL CLAIMS OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, INDEMNITY, OR BREACH OF CONTRACT, IS LIMITED TO THE MAXIMUM SUM TO BE PAID TO PARTICIPANT UNDER THIS AGREEMENT.
23. Participant agrees to allow MCE and its authorized contractors and agents to use non-usage data (i.e., Participant name, Site location, size of ESS installed, etc.) gathered as part of participating in the MCE Energy Storage Program for use in regulatory reporting, ordinary business use, industry forums, case studies or similar activities, in accordance with applicable laws and regulations.
24. Participant agrees to have MCE designed stickers containing MCE's logo and/or the generation service (i.e., Light Green, Deep Green, Local Sol) placed on the installed ESS. The applicable stickers will be provided by MCE and Participant authorizes MCE and/or its authorized contractor or agent to place such stickers on the installed ESS.
25. This Agreement may not be amended without the mutual, written agreement of both Parties.
26. The following sections will survive the termination of this Agreement: 13, 17-25.

If you have any questions relating to this Agreement, please contact us at energystorage@mcecleanenergy.org

Acronyms & Definitions:

CPUC: The California Public Utilities Commission

ESPA: Energy Storage Program Agreement

ESS: One or more Energy Storage Systems installed under the Program

MCE: Marin Clean Energy or its contractors, subcontractors or agents

M&V: Measurement and verification

OpenADR 2.0b: Open Automated Demand Response (OpenADR) is an open and interoperable information exchange model and emerging Smart Grid standard. OpenADR standardizes the message format used for Auto-DR so that dynamic price and reliability signals can be delivered in a uniform and interoperable fashion among utilities, ISOs, and energy management and control systems. This Program requires batteries be controlled by the 2.0b version of OpenADR to integrate with the distributed energy resource management system.

PA: The SGIP Program Administrator (in this case, PG&E)

Party (individually) or Parties (collectively): MCE and Participant

Project: the design, engineering and installation of an ESS pursuant to the terms of this Agreement.

SGIP: Self Generation Incentive Program. The Self Generation Incentive Program (SGIP) is a California State-funded program that provides financial incentives for installing on-site electrical generation and storage systems. SGIP incentives are available statewide to active MCE Participants.

Trade Ally: an MCE-authorized Project Developer included in the Program's list of "Trade Allies."

Attachment A: Energy Storage Use Cases

There are 3 main use cases that MCE will use to control the ESS (“Use Cases”). They are: daily peak load management and providing back-up power for planned public safety power shutoff events and emergency events. MCE may modify or add Use Cases at any time during the term of this Agreement. For example, MCE may, in the future, add Use Cases such as demand response programs. At all other times when MCE is not directly controlling the ESS, including during grid outages, it will revert to autonomous mode (Use Case Autonomous) during which the batteries operate on Solar Self Consumption Mode, as defined below. Under all MCE control protocols, the ESS will be operated in compliance with all manufacturer requirements, stipulations and restrictions, as well as any applicable regulatory requirements and rules.

As further described under Use Case 1 and Use Case 2 below, MCE will manage the ESS in real-time to ensure that it is capable of providing immediate backup power in the event of a PG&E Public Safety Power Shutoff (“PSPS”) or other (unplanned) emergency outages. Below are descriptions of the first three Use Cases.

MCE DOES NOT WARRANT OR GUARANTEE (1) THE AMOUNT OF ENERGY PRODUCED BY THE ESS FOR ANY PERIOD, (2) ANY COST SAVINGS, OR (3) THE EXISTENCE OF OR PRICING ASSOCIATED WITH ANY NET METERING PROGRAM, OR UTILITY OR GOVERNMENT INCENTIVE PROGRAM. ELECTRICITY RATES AND RATE STRUCTURES ARE SUBJECT TO CHANGE. PROJECTED SAVINGS FROM THE ESS ARE THEREFORE SUBJECT TO CHANGE. TAX INCENTIVES ARE SUBJECT TO CHANGE OR TERMINATION BY EXECUTIVE, LEGISLATIVE OR REGULATORY ACTION.

Use Case 1 - Daily Peak Load Management

The goal of Use Case 1 is to reduce demand on the grid during peak times using stored energy in the ESS, which typically occur during the evening hours between 4:00 – 9:00 pm. MCE’s control platform will instruct the ESS to charge and discharge at predetermined time periods and MCE will have the flexibility to determine and change these charge and discharge times. The ESS will generally be charged during off-peak periods when rates are lower, including the morning when electricity usage is lower and solar production is higher and/or overnight when prices are low. The ESS will generally be discharged during on-peak times, typically in the evening or mid-morning when rates are higher, meaning the Site will be powered by the ESS instead of consuming costlier power from the grid. MCE does not guarantee a set amount of discharge from the ESS, nor does it guarantee energy bill savings due to load reduction (other than the Monthly Bill Credits described in Attachment B).

Use Case 1 is considered normal daily operation and may be cancelled by MCE in the event of a Public Safety Power Shutoff (PSPS) event or Emergency Event (as defined and described below) that may compromise reliability.

Use Case 2 - Planned Public Safety Power Shutoff Events

The goal of Use Case 2 is to provide customer resiliency during PSPS events and other planned grid outages. One of the main goals of this Program is to ensure MCE customers have a reliable power supply during PG&E PSPS events. When MCE is notified that a PSPS event will be scheduled for a certain region, it will instruct the ESS to stop participating in daily peak load

management (Use Case 1) and begin preparation for the upcoming PSPS by charging to full capacity prior to the scheduled outage. The ESS will provide backup services to the Site once the grid power is lost, per backup configuration by vendor. MCE does not guarantee a set amount of discharge from the ESS, nor does it guarantee that the ESS will provide sufficient electricity to supply the Site's load during the PSPS or other planned outage.

Use Case 3 - Emergency Events

The goal of Use Case 3 is to provide Participant resiliency during unexpected emergency events ("Emergency Events") to the extent possible. As with Use Case 2, during an Emergency Event, MCE will instruct the affected ESS to stop participating in daily peak load management (Use Case 1) and begin preparation for the Emergency Event. Only the timing differs between PSPS and Emergency Events. With Emergency Events, MCE will issue the pre-charge to occur as soon as possible and as quickly as possible to prepare for the event with little advanced notification, regardless of the time of use period, applicable electricity pricing or time of day. The ESS will operate per vendor configuration to provide backup services to the Site once the grid power is lost. MCE does not guarantee a set amount of discharge from the ESS, nor does it guarantee that the ESS will provide sufficient electricity to supply the Site's load during the Emergency Event.

Use Case Autonomous

In the event of loss of communication from the MCE control system, and at all other times when MCE is not directly controlling the ESS, including during grid outages, the ESS will operate in Solar Self Consumption Mode as the default configuration. Solar Self Consumption Mode operates by supplying energy to the Site from the Solar System's production. All energy produced by the Solar System (which is not immediately consumed by the Site) will charge the ESS. If the Site's solar production is not enough to meet the Site's demand, the ESS will discharge into the Site. This mode will expand the ESS's ability to maintain Site power during grid outages or loss of communication with the MCE control system. MCE does not guarantee a set amount of discharge from the ESS, nor does it guarantee that the ESS will provide sufficient electricity to supply the Site's load in Solar Self Consumption Mode.

Attachment B: ESS Management & Control Payments

Monthly Bill Credit

Subject to the terms and conditions in the Agreement, a fixed payment shall be paid in the form of a monthly credit to Participant of MCE charges on Participant's electricity bill, as defined in MCE's Electric Schedule EST – Energy Storage Tariff.

The amount of the monthly credit shall be based on the amount of installed ESS capacity, as follows:

Residential System Capacity

Between 7 kWh and 20 kWh: \$10 per month

Over 20 kWh: \$20 per month

Commercial System Capacity

\$20 per month per 20kWh installed, up to a maximum of \$200 per month

In the event of termination of this Agreement or at the end of the Term, the Monthly Bill Credit shall cease.

Annual Performance Based Payment (applicable to non-residential customers only)

\$0.22/kWh of actual energy discharged during 4-9 pm daily as monitored in Concerto by the ESS per month, paid annually beginning 12 months from the date both (1) Participant receives utility's grant of permission to operate the battery and (2) MCE's Distributed Energy Resources Management System (DERMS) software platform (Enbala Concerto or successor) is installed enabling MCE to monitor and control the ESS. May be paid directly to the Project Developer, Participant's financier, or Participant, as specified by Participant.

In the event of termination of this Agreement or at the end of the Term, the Performance Based Payment shall cease. MCE will pay for all energy discharge events during the period of customer participation and in the event of termination shall pay the Participant in a lump sum within 60 days of termination.

Attachment C: Gap Funding

In further consideration of the covenants set forth in the Agreement, if the Gap Funding box on the cover page of the Agreement is populated with a number greater than zero, MCE shall provide Gap Funding.

If provided, Gap Funding may be provided to cover up to 100% of the ESS costs not covered by SGIP and other incentives, depending on SGIP eligibility rules and determined on a case-by-case basis.

Consequences of Early Termination

Participant Termination or MCE Termination for Breach

In the event of an MCE Termination for Breach or that Participant terminates the Agreement prior to the end of the Term and, in either instance, the Project is not completed, Participant must reimburse MCE for the total amount of Gap Funding it or its payee or assignee received within 15 days of termination.

In the event of an MCE Termination for Breach or that Participant terminates the Agreement prior to the end of the Term and, in either instance, the Project is completed:

- if Participant received Gap Funding of \$5,000 or less, Participant must reimburse MCE for the total amount of Gap Funding it or its payee or assignee received within 15 days of termination.
- if Participant received Gap Funding of greater than \$5,000, then Participant must reimburse MCE on a prorated basis within 15 days of termination, calculated as follows:

Prorated Repayment = Total Gap Funding – (Total Gap Funding / Term of the Agreement in Months) x Number of Months the ESS was Actively Controlled by MCE

MCE Other Termination

In the event that MCE terminates the Agreement or the Program prior to the end of the Term (other than in the event of an MCE Termination for Breach), MCE will not seek reimbursement for any Gap Funding received by Participant or Participant's payee or assignee.

Attachment D: Bridge Funding¹

Bridge Funding for Non-Residential Participants:

In further consideration of the covenants set forth in the Agreement, if the Bridge Funding box on the cover page of the Agreement is populated with a number greater than zero for Non-residential Participants, MCE will provide the cost of the SGIP application fee to Participant (or Participant's Project Developer, if Participant has assigned such Bridge Funding to its Project Developer). Bridge Funding is contingent upon receipt of a Conditional Reservation Letter from the SGIP Program Administrator for the Project.

Within five (5) days of receipt of the up-front SGIP incentives by Participant or its Project Developer, Participant shall (or shall cause its Project Developer to) reimburse MCE the full amount of such Bridge Funding.

For Projects where the SGIP Application/Reservation Request was withdrawn prior to the issuance of a Confirmed Reservation Letter from the SGIP Program Administrator (PA), whether due to a termination by Participant or by MCE, Participant shall (or shall cause its Project Developer to) reimburse MCE the full amount of such Bridge Funding immediately upon receipt of the repayment by the PA of the application fee.

For Projects where the SGIP Application/Reservation Request was cancelled after the issuance of a Confirmed Reservation Letter from the SGIP PA due to a termination of this Agreement by Participant or an MCE Termination for Breach, Participant shall (or shall cause its Project Developer to) reimburse MCE the full amount of such Bridge Funding immediately upon notice to the SGIP PA of the cancellation of the project (a copy of which must be submitted to MCE).

For Projects where the SGIP Application/Reservation Request was cancelled after the issuance of a Confirmed Reservation Letter from the SGIP PA due to a termination of this Agreement or the Program by MCE (other than an MCE Termination for Breach), MCE shall not seek reimbursement of the Bridge Funding from Participant.

If the Agreement is terminated, either by MCE or by Participant, after the issuance of a Confirmed Reservation Letter from the SGIP PA and the Project is completed, Participant shall reimburse MCE for the total amount of Bridge Funding received by Participant within 15 days of termination.

Bridge Funding for General Market Residential Participants:

In further consideration of the covenants set forth in the Agreement, if the Bridge Funding box on the cover page of the Agreement is populated with a number greater than zero for General Market Residential Participants, MCE may provide the total amount of the expected SGIP incentive to Participant (or Participant's Project Developer, if Participant has assigned such Bridge Funding to its Project Developer) upon receipt of a Confirmed Reservation Letter from the SGIP Program Administrator (PA) to reduce out of pocket costs for the Participant. Participant (or Participant's Project Developer) must submit to MCE an invoice for the Bridge Funding requested along with a copy of the Confirmed Reservation Letter, prior to MCE issuing the Bridge Funding.

¹ As noted above, the repayment terms of Equity Resiliency Bridge Funding, if applicable to the Project, is addressed in the Energy Storage Program Bridge Funding Agreement between Trade Ally and MCE.

Bridge Funding is contingent upon receipt of a Confirmed Reservation Letter from the SGIP Program Administrator for the Project.

Within five (5) days of receipt of the up-front SGIP incentives by Participant or its Project Developer, Participant shall (or shall cause its Project Developer to) reimburse MCE the full amount of such Bridge Funding.

For Projects where the SGIP Application/Reservation Request is cancelled at any time or for any reason, Participant shall (or shall cause its Project Developer to) reimburse MCE the full amount of such Bridge Funding immediately upon notice to the SGIP PA of the cancellation of the Project (a copy of which must be submitted to MCE).

If this Agreement is terminated, either by MCE or by Participant, after the issuance of a Confirmed Reservation Letter from the SGIP PA and the Project is completed, Participant shall (or cause its Project Developer to) reimburse MCE for the total amount of such Bridge Funding received by Participant within 15 days of termination.