

## Arizona Public Service Residential Battery Pilot

### TERMS AND CONDITIONS

**Welcome to the Arizona Public Service Residential Battery Pilot (“Pilot”).** By becoming a participant (hereinafter referred to as “**Participant**” or “**you**”) of the Pilot, you may reduce stress on the grid in your electricity service area. By participating in the Pilot, you may be eligible to receive the Incentive described below, subject to these Terms and Conditions (“**Terms**”). To become a Participant in the Pilot, you must submit an application to, and have it accepted by, Sponsor and the Utility (as each is defined below). You must have an installed and operational SolarEdge Energy Storage System to participate in this Pilot.

YOU MUST BE A USER OF THE VENDOR’S SERVICE (AS SUCH TERM IS DEFINED BELOW) TO BECOME A PARTICIPANT. PLEASE READ THESE TERMS CAREFULLY. THIS PILOT IS VOID WHERE PROHIBITED BY LAW.

**Definitions.** In the context of these Terms,

- The Pilot is provided by EnergyHub, Inc., 41 Flatbush Ave, Suite 400A, Brooklyn, NY 11217 (“**Sponsor**”).
- “**Vendor**” means SolarEdge Technologies, Inc., 47505 Seabridge Drive, Fremont, California, 94538.
- “**Utility**” means your utility, namely Arizona Public Service Company (APS).
- “**Sponsor Parties**” means Sponsor, Vendor, and Utility, their respective successors and assigns, and each of their respective affiliates, agents, directors, officers, and employees.
- “**Energy Storage System**” means your SolarEdge solar battery system, which can be monitored and operated during the Pilot by SolarEdge’s network operations center.
- “**Participant**” means you, a Utility customer that participates in the Residential Battery Pilot.
- “**Incentive**” means financial incentive provided by the “Utility to pilot Participants or an assigned installer or “Vendor”.
- “**Pilot Period**” means year-round (12 months). The term of this agreement shall commence upon the date that Your Utility grants you approval, also referred to as permission to operate (“PTO”) in the Residential Battery Pilot, and continue until the third anniversary of such commencement date (the “**Term**”).
- “**Service**” means the connection between the owned or leased Energy Storage System and the Vendor platform.

**About the Pilot.** Participants whose applications to enroll in this Pilot are accepted by the Utility (“**Participants**”) and who fully comply with these Terms and Conditions may receive the incentive set forth below (“**Incentive**”) to be provided to you by the Utility. To receive the Incentive, you must be accepted by the Sponsor and Utility. The intent of this Pilot is to help your Utility learn about Energy Storage System performance in a variety of conditions and how Energy Storage Systems may create value for Participants through improved management of energy and demand at their residence. Participants may also help reduce stress on the electric grid.

**Pilot Description.** Vendor is managing your Energy Storage System based on instructions from your Utility, and communication to the Vendor occurs through the Sponsor. Participant agrees to allow Sponsor Parties to access Energy Storage System data and manage the Participant's Energy Storage System during the Pilot Period. Such adjustments are referred to as "**Adjustment Events.**" Adjustment Events may signal the Energy Storage System to charge, discharge, change its mode of operation, or other settings, as applicable. For certain types of services offered by the Sponsor Parties, an Adjustment Event may occur even if the Energy Storage System(s) is in any kind of hold mode at the start of the Adjustment Event. Participant may opt out of a current or future Adjustment Event at least one hour before a scheduled Adjustment Event by clicking on the opt-out link included in the customer notification email that is sent prior to the start of the Adjustment Event.

### **Additional Pilot Details.**

- **Incentive:** Participants will receive a Incentive of \$500/kW of installed battery capacity up to a maximum of \$2,500 per home once the battery system becomes enrolled in the Pilot and receives approval from the Utility. Participants who allow the utility to discharge their battery system up to 100 times a year are also eligible to receive an additional Incentive of \$1,250 per home. The maximum total incentive is \$3,750 per home.
- The Incentive will be payable directly to the Participant, with the exception that the Participant may assign the Incentive to an approved third-party. In cases in which the Participant assigns the Incentive to the approved third-party, the third-party must demonstrate that they have compensated the Participant for the full amount of the Arizona Corporation Commission approved paid Incentive amount. This can occur through invoices, or other documents including the Participant T&Cs provided to the Participant, and to the utility that demonstrate compliance with the Pilot requirements.
- Sponsor contact information: [aps@energyhub.com](mailto:aps@energyhub.com)
- Battery discharge window: 6 PM – 9 PM MT (non-holiday weekdays), 9 AM – 9 PM MT (weekends and holidays)
- The Pilot Terms are also available at the following Pilot enrollment website: <http://www.chargingrewards.com/apsbattery>
- Participant is responsible for any income taxes that may apply related to amounts received under the Pilot. APS recommends consulting your tax advisor for any specific tax questions or concerns.

**Eligibility and Enrollment.** You may apply to become a Participant and participate in the Pilot if you meet the following eligibility criteria and do the following:

- You must be at least 18 years of age;
- You must have one or more Energy Storage Systems that are compatible with the Pilot design and connected to the SolarEdge platform ("Service") that are listed on the Pilot enrollment website specified above;
- The Energy Storage Systems must be connecting to the electric grid for the first time with an Interconnection Application submitted to and approved by your Utility after the Pilot launch date of October 4, 2021;

- Maintain an active account in good standing on the Service and a continuous connection between your enrolled Energy Storage Systems and the Service;
- Assist Sponsor Parties' support personnel in troubleshooting and resolving communications connectivity, firmware and other Energy Storage Systems - related issues; and
- Have an active electric account with your Utility and be on a Time of Use (TOU) or a grandfathered rates and solar rate riders.

**2. How to Withdraw.** You may withdraw from the Residential Battery Pilot for any reason, at any time. Once you are accepted as a Participant in the Pilot but have not yet received the Pilot incentive, you may withdraw by contacting EnergyHub using the contact information provided above. Withdrawal will not affect the other services provided by SolarEdge to you. By withdrawing, you may render yourself ineligible to receive the Incentive, and participate in this Pilot in the future. If You have questions or concerns about unenrolling from the Residential Battery Pilot, please contact [aps@energyhub.net](mailto:aps@energyhub.net).

**Changes in Your Electricity Costs.** Sponsor Parties are not responsible for any changes in your electricity costs during the Pilot.

**Binding Agreement.** By applying for the Pilot, you agree to comply with and be bound by these Terms. Failure to comply with these Terms may result in your disqualification from the Pilot. The decisions of the Sponsor and the Utility regarding your eligibility to participate are final and binding in all respects. Sponsor reserves the right in its sole discretion to disqualify any Participant for, among other things: (1) tampering or attempting to tamper with the operation of the Pilot; or willfully disconnecting the Wi-Fi connection to the Energy Storage System (2) violating these Terms or the terms and conditions of use of any of Sponsor Parties' property or service. **Any false information provided within the context of the Pilot by any Participant is a violation of these Terms and may result in the immediate disqualification of a Participant and forfeiture of any Incentive.**

**Application Consent by Participant.** By submitting an application to enroll as a Participant, you authorize the Sponsor Parties to do the following, but only to the extent necessary to gather data as it relates to the Pilot or sponsor's program efficacy and for no other reason:

- 1) Collect and exchange data related to your identity, your event opt-in or opt-out status, your energy usage and/or energy production, your Utility account, your electric bill, and operational data about your Energy Storage Systems (collectively, "**Pilot Data**"), solely for the purposes of determining your eligibility for the Pilot and operating the Pilot;
- 2) Review and analyze all of your Pilot Data for the purposes of the Sponsor Parties fulfilling their obligations under the Pilot and applicable law, improving the Pilot and as otherwise permitted by applicable law, and to exchange conclusions with each other and publish results based on those conclusions, provided that they treat all such Pilot Data in accordance with their respective privacy policies;

- 3) Automatically adjust Participant Energy Storage Systems so they discharge energy to the grid, as required by the Pilot at times indicated by Utility (as described above in the Additional Pilot Details section) or for general system testing purposes;
- 4) Send you emails, text messages and other notifications related to the Pilot, including about your enrollment status and Pilot-related adjustments to your Energy Storage Systems;
- 5) Send you emails, text messages and other notifications related to surveys about the Pilot and to share your responses to such surveys among themselves;
- 6) Summarize the results of the Pilot in publicly-available studies, provided that any Pilot Data included in such studies will be anonymous such that you are not individually identifiable.

**Pilot Period.** The Pilot will run for the period set forth above (the “**Pilot Period**”).

**Pilot Termination.** Sponsor's ability to offer the Pilot is contingent on receiving certain approvals and acceptances from Utility. If such approvals and acceptances are withheld or withdrawn, or if the Pilot is declared unlawful, the Pilot will be terminated along with the Incentive. In the event of such termination, Vendor will provide notice to you via email at your designated email address.

**Disqualification.**

- (a) If you do not comply with any reasonable request from a Sponsor Party in connection with this Pilot, if your Utility declares you ineligible for the Pilot, if your account with Vendor is no longer in good standing, or if you do not maintain a continuous connection between your enrolled Energy Storage System(s) and the Service, Sponsor may terminate your participation in the Pilot and Incentive unless you cure within sixty (60) days of notice of your violation of these Terms or applicable law.
- (b) If you enroll in a conflicting energy Pilot through Sponsor Parties, Sponsor may terminate your participation in the Pilot without liability and without notice.

**Privacy Notice.** By participating in the Pilot, you agree that the Sponsor Parties may collect your personal information or data and that if they cannot collect the required information or data, you may not be eligible to participate in the Pilot. Sponsor Parties will protect your personal information and usage data consistent with these Terms and each company's then-current privacy policy. Sponsor's privacy policy is located at: <http://www.energyhub.com/privacy-policy>.

**Information.** You represent and warrant to Sponsor that the information you provide to Sponsor while applying for and during the course of the Pilot is accurate and complete, and you agree to promptly notify Sponsor if any information you provided during your application for the Pilot has changed.

**General Conditions.** THIS PILOT IS GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS APPLICABLE PRINCIPLES OF CONFLICTS

OF LAW. THE SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE TERMS SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION. THE SPONSOR PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY INCORRECT OR INACCURATE PILOT APPLICATION INFORMATION, AND ASSUME NO RESPONSIBILITY FOR (I) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF THE PILOT MATERIALS OR THE OFFERING OR ANNOUNCEMENT OF ANY INCENTIVE, (II) ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION AT ANY WEBSITE, (III) FAILURE OF ANY APPLICATION TO BE RECEIVED BY SPONSOR DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, (IV) COMMUNICATIONS LINE, HARDWARE AND/OR SOFTWARE FAILURES, (V) DAMAGE TO ANY COMPUTER OR ENERGY STORAGE SYSTEM (SOFTWARE OR HARDWARE) RESULTING FROM PARTICIPATION IN THE PILOT, (VI) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR PILOT APPLICATION INFORMATION, OR (VII) APPLICATIONS WHICH ARE LATE OR LOST, OR (VIII) ANY LOSS OF INCOME DUE TO ENERGY STORAGE SYSTEM MANAGEMENT. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE PILOT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD EACH SPONSOR PARTY HARMLESS FROM ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE PILOT AND/OR USE OR ACCEPTANCE OF ANY INCENTIVE EXCEPT TO THE EXTENT THAT SUCH SPONSOR PARTY IS NEGLIGENT OR IN THE EVENT OF SUCH SPONSOR PARTY'S FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT. THE SPONSOR PARTIES HAVE NO LIABILITY TO ANY PARTICIPANT FOR ANY LOSS, DAMAGE, COSTS OR EXPENSE INCURRED AS A RESULT OF OR IN CONNECTION WITH A PARTICIPANT'S PARTICIPATION IN THE PILOT.

If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect. These Terms will be binding on Sponsor and its successors and assigns, and Participant. Participant may not assign these Terms without the written consent of Sponsor whereas Sponsor may assign these Terms to any third party. The Sponsor Parties are not responsible for the policies, actions, or inactions of others that might prevent the Participant from entering, participating, or claiming a Incentive.

These Terms constitute the entire agreement between Sponsor and a Participant relating to the subject matter hereof and supersedes all other such prior or contemporaneous oral and written agreements and understandings.

**Arbitration.** If you and any Sponsor Party do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding individual arbitration governed by the Federal Arbitration Act ("FAA"). You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved on an individual basis before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

**No Class Action Procedure.** Notwithstanding any of the foregoing or any other provision of these Terms, class arbitration is not permitted under any circumstance. You and the Sponsor agree that, by entering into this Agreement, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Although the non-availability of any form of representative or class proceeding is clear from this Agreement, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the Arbitration and No Class Action procedures provisions above, the federal court located in New York, New York shall have the sole and exclusive jurisdiction to hear and determine the issue.

**Changes to the Terms.** Sponsor may modify these Terms at any time. We will notify you by email at the most current email address we have on record for you when we make any material changes to these Terms, and the effective date of the modified Terms, which will be after the date of our notice to you. Your continued participation in the Pilot thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. We will also post the most current version of the Terms on our website specified above and encourage you to check this site frequently.

**Acceptance of Agreement.** The use of an electronic signature process to accept and sign these Terms, including your indication of acceptance of these Terms by a click-through or click-wrap process presented on Sponsor's website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the Sponsor.

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Customer Signature

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Date