

# ConnectedSolutions Participation Agreement

National Grid ("Your Program Administrator") has developed the ConnectedSolutions Program ("Program") to help reduce stress on the electrical grid, supported by DER provider. ("DER Provider"). Your Program Administrator has also contracted with EnergyHub, Inc. ("EnergyHub") to help administer the Program. DER Provider will be Your point of contact in relation to the Program, and will interface with Your Program Administrator and EnergyHub, unless otherwise required.

This Program is open to customers with one or more DER Provider battery storage system control units ("Device") that DER Provider will control during demand response events ("Adjustment Event"). Your participation is subject to your agreement with your DER Provider and your agreement to be bound by these terms and conditions with Your Program Administrator and EnergyHub ("Terms") and Program eligibility requirements established by Your Program Administrator. DER Provider, EnergyHub and Your Program Administrator are collectively referred to herein as the "Sponsor Parties." By clicking "Accept Enrollment" you (depending on the context, "You" or "Your" or "Participant") acknowledge that you have read these Terms and agree to be legally bound by them, even if your application is not accepted or approved by the Sponsor Parties.

## 1. Eligibility and Enrollment

Upon completing the necessary information and agreeing to the Terms, DER Provider will submit Your application to Your Program Administrator and EnergyHub. Your Program Administrator and EnergyHub may accept or reject Participant's application for participation in the Program in their sole discretion.

Eligibility criteria include (without limitation) the following:

- a) Have reliable internet access
- b) Are at least 18 years of age
- c) Have and maintain an active electric account with Your Program Administrator
- d) Have authority to control the Device as set out in Section 2

In addition to the criteria above, Your Program Administrator reserves the right to approve or disapprove of any proposed demand reduction measures ("DRMs") within an application.

## 2. Authority

Participant should not participate in the Program unless Participant has the authority to control the Device and is the customer of record for the utility account associated with the address at which the Device is installed ("Customer of Record"). By accepting these Terms, Participant confirms that Participant has authority to control the Device and is the Customer of Record, and that the Sponsor Parties can rely on those confirmations in connection with the Program.

## 3. Participant Device Control Requirements

By accepting these Terms, Participant grants DER Provider remote access to control the enrolled Device to automatically charge and/or discharge the Device, at Your Program Administrator's direction, during an Adjustment Event or for general testing purposes. Other than Participant's own operation of the Device, the Sponsor Parties will have exclusive access to the Device. If supported by

the DER Provider, Participant will have the ability to set a minimum level of charge as a backup reserve ("Backup Reserve"). DER provider will not draw Participant Device's state of charge below Participant's designated Backup Reserve and will not discharge Participant's Device when the state of charge is below the Backup Reserve. Participant will also have the ability to opt out of any individual Adjustment Events or suspend participation in Adjustment Events. Except for honoring Participant's Backup Reserve and Adjustment Event participation opt-outs, DER provider may charge or discharge the Participant's Device at any time and to any level.

#### 4. Term

The term of this agreement will commence upon the date that Your Program Administrator approves Your application and continue for 5 years ("Term"); and thereafter the Term may automatically be extended for additional renewal terms of one (1) year each, each anniversary thereof, at the Sponsor Parties' discretion, subject to then-current Terms for the Program, until either Participant or the Sponsor Parties terminate the Terms as allowed under these Terms.

#### 5. Adjustment Events

Adjustment Events will be called by Your Program Administrator subject to the its "Program Rules" located here: <https://www.masssave.com/-/media/Files/PDFs/Save/Residential/connectedsolution-batteries/MA-Resi-Battery-Program-Materials-August-2021.pdf>. DER Provider will control the Device to respond during Adjustment Events and will make reasonable efforts to maximize performance within the Participant's Backup Reserve, Adjustment Event preferences, and other settings but no specific level of performance is guaranteed.

#### 6. Payment

The Program provides compensation based on the average power that Your Program Administrator and/or DER Provider discharges from Participant's Device in response to Adjustment Events ("Compensation"). The calculation of the Compensation is defined by Your Program Administrator in the Program Rules. To receive the Compensation, you must be accepted as a Participant by EnergyHub and Utility and your participation must not be withdrawn or terminated. Those payments, if any, are the only compensation that Participant will receive from the Sponsor Parties for their participation in the Program. Participant is responsible for all other costs of participating in the Program, including but not limited to the cost of electricity to charge Participant's Device and the general use of Participant's Device.

Your Program Administrator reserves the right to adjust and/or negotiate the Compensation amount. Your Program Administrator shall not be obligated to pay the Compensation until all the following conditions are met:

(1) Your Program Administrator approves Your application

(2) all applicable permits, licenses and inspections have been obtained by You

Upon Your Program Administrator's written request, You will be required to refund any Compensation paid if You do not comply with these Terms and Program requirements. Your Program Administrator shall use commercially reasonable efforts to pay the Compensation amount within ninety (90) days after the end of each Program season.

#### 7. Participant Device Data and Other Information

Participation in the Program means that the Sponsor Parties will have access to certain Participant personal identifiable information, energy use and operational Device data, including but not limited to, Your name, address, energy usage, utility account number, Device information, data generated from the Program and other personal information, collectively referred to as Confidential Information. Participant authorizes Your Program Administrator, EnergyHub and DER Provider, and their employees and representatives, to collect, use, exchange and retain the Confidential Information to administer and/or improve the Program, and to exchange conclusions and publish results based on those conclusions, provided they treat all such information in accordance with DER Provider's [Privacy Policy](#), EnergyHub's [Privacy Policy](#) and Your Program Administrator's [Customer Privacy Policy, as applicable](#). (Even though those policies are separate documents from these Terms, they are considered part of these Terms and your submission of an application will be deemed as acceptance of these privacy policies, which may be updated from time to time). Participant further authorizes Your Program Administrator and DER Provider to provide Confidential Information to the Massachusetts Division of Public Utilities upon their request or as otherwise required by law. Provided the Confidential Information is anonymized and does not contain any Participant personal identifiable information, such anonymized information may be used, disclosed or retained by Your Program Administrator, EnergyHub and DER provider without the need for the Participant's further consent. If the Sponsor Parties are unable to collect the required Confidential Information, you may be deemed ineligible for Compensation and/or disqualified from the Program.

8. No Warranty; Disclaimer

**The Sponsor Parties expressly disclaim all warranties of any kind relating to the Program, whether express, implied or statutory including but not limited to any implied warranties for conditions, merchantability, fitness for a particular purpose, title, non-infringement or misappropriation of intellectual property rights.**

9. Limitation of Liability; Indemnification

In no event will the Sponsor Parties be liable for any direct, indirect, incidental, special or consequential damages arising in connection with the Program, including but not limited to Participant's Device reduced charge during a power outage causing a loss of power or any other loss of power. If Participant is dissatisfied with the Program, any of these Terms, or believes a Sponsor Party has breached these Terms, Participant's sole and exclusive remedy is to discontinue participation in the Program. You agree to indemnify, defend and hold harmless the Sponsor Parties, their affiliates and their respective contractors, officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of You or Your subcontractor, agent, or third party, or anyone directly or indirectly employed by You or any of them or anyone for whose acts You or any of them may be liable. To the fullest extent allowed by law, the Sponsor Parties' aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives in accordance with these Terms and the Program Materials, and the Sponsor Parties and their affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to You or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, You waives and release the Sponsor Parties and their affiliates from all

obligations (other than payment of the Compensation), and for any liability or claim associated with DRMs described in the Program Materials, the performance of the DRMs, the Program, or these Terms.

## 10. Termination

*Termination By Program Administrator or EnergyHub:* DER Provider's ability to offer the Program is contingent on receiving certain approvals and acceptances from Your Program Administrator and its regulators. If such approvals and acceptances are denied, withheld or withdrawn, or if the Program is declared unlawful, the Program will be terminated along with any Compensation. In the event of such termination, DER Provider will provide notice to you via email or the DER provider App. Further, the Sponsor Parties may terminate your participation in the Program and your Compensation at any time and without liability upon notice to you if you violate this Agreement or applicable law, if you do not comply with any reasonable request from Sponsor Parties in connection with this Program, if Utility or EnergyHub declares you ineligible, or if you do not maintain a continuous connection to your Device. Termination will be effective when communicated to Customer via email or the DER provider App. If you enroll in a conflicting energy program, Sponsor Parties may terminate your participation in the Program without liability and without notice. Any false information provided within the context of the Program by you is a violation of these Terms and may result in your immediate disqualification and forfeiture of any Compensation.

## 11. General

- i. *Entire Agreement.* Except as otherwise stated in these Terms, the Terms are the entire agreement between the Sponsor Parties and Participant concerning the Program.
- ii. *No Assignment.* These Terms may not be assigned by Participant without the Sponsor Parties' prior written consent.
- iii. *Severability and Waiver.* If any provision herein is invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure to enforce any provision shall not constitute a waiver of that provision.
- iv. *Survival.* Termination in the Program will not affect the obligations and rights under these Terms which are intended to survive such termination.
- vi. *Governing Law.* This Agreement is governed by Massachusetts law.
- vii. *Amendments.* These Terms may be changed by DER Provider, EnergyHub or Your Program Administrator at any time and for any reason. Your Program Administrator reserves the right to cancel or alter the program at any time without notice. Approved applications will be processed under the Terms and Program Materials (as such term is defined below) in effect at the time of the application approval by Your Program Administrator. Any changes will also be published on the Program support page which can be accessed through the [DER provider](#) app or on the "Program Rules" website listed above.
  - a) "Program Materials" means the documents and information provided by Your Program Administrator specifying the qualifying DRMs, technology requirements, costs and other Program requirements, which include, without limitation, program guidelines and requirements, and application forms.
- viii. *Headings.* Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms.

ix. *Conflicts*. In the event of any conflict or inconsistency between these Terms and any Program Materials, these Terms shall be controlling.

x. *Survival*. The provisions of Sections 6, 9, 10, 11(vii), 14, 15, 16, 17 and 18 (including any other sections herein that specifies by its terms that it survives termination) shall survive the termination or expiration of Your participation in the Program.

12. EnergyHub and Your DER Provider Resolution Requirements: Unless other governing laws and/or other jurisdictions are specifically established in the Terms, the Terms shall be deemed to be executed in the State of New York and shall be interpreted and enforced according to the Laws of the State of New York. Unless otherwise specifically established in the Terms, only the courts of New York shall have jurisdiction over the Terms and any controversies arising out of the Terms; any controversies arising out of the Terms shall be submitted only to the courts of New York; the Contractor hereby submits to the courts of New York for the purposes of interpretation and enforcement of the Terms.

13. No Warranties or Representations

a) YOUR PROGRAM ADMINISTRATOR AND ENERGYHUB DO NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND YOUR PROGRAM ADMINISTRATOR AND ENERGYHUB MAKE NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HEREWITH OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF YOUR PARTICIPATION IN THE PROGRAM. YOU ACKNOWLEDGE AND AGREE THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF YOUR PROGRAM ADMINISTRATOR AND ENERGYHUB AND YOUR PROGRAM ADMINISTRATOR AND ENERGYHUB MAKE NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY OF YOUR PROGRAM ADMINISTRATOR'S OTHER DOCUMENTS.

b) Neither Your Program Administrator, EnergyHub nor any of their respective employees or contractors is responsible for determining that the design, engineering or installation of the DRMs is proper or complies with any particular laws, codes, or industry standards. Your Program Administrator and EnergyHub do not make any representations of any kind regarding the benefits or energy savings and/or demand reduction to be achieved by the DRMs or the adequacy or safety of the DRMs.

c) You agree You are responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert but not Your Program Administrator or EnergyHub) for all aspects of the DRMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by You and/or DER Provider and that the same is properly installed and suitable for Your or DER Provider and determining if work was properly performed.

d) You agree and acknowledge that Your Program Administrator and EnergyHub are not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.

e) The provisions of this Section 14 shall survive the termination, cancellation or completion of the Your or DER Provider's participation in the Program.

#### 14. Equipment, Contractor Selection and Contracting

You or DER Provider is responsible for selecting and contracting with the design and installation contractor(s). DER Provider is responsible for enforcing all such contracts and for assuring that the DRMs meet Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, You acknowledge that Your Program Administrator reserves the right to deny a vendor or contractor to participate in this Program or provide equipment or services. Your Program Administrator also has the right to exclude certain equipment from the Program.

#### 15. Removal of Equipment

You agree, as a condition of participation in the Program to properly remove and dispose of or recycle the equipment and components in accordance with all applicable laws, and regulations and codes. You agree not to re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of Your Program Administrator, and assume all risk and liability associated with the reuse and disposal thereof.

#### 16. Energy and Demand Reduction Benefits

Your Program Administrator is entitled to 100% benefits & rights associated with the DRM. However, for the CONNECTEDSOLUTIONS Program, Your Program Administrator agrees to waive or transfer ownership rights to the customer or DER Provider for the ISO New England forward capacity market (FCM) annual, monthly capacity supply obligation (CSO), and Clean Peak Energy Certificates (CPECs).

#### 17. You and DER Provider Must Declare and Pay All Taxes

The benefits conferred upon You or DER Provider through participation in this Program may be taxable by the federal, state, and local government. You are responsible for declaring and paying all such taxes assessed to You. DER Provider is responsible for declaring and paying all such taxes assessed to DER Provider. You are not responsible for the payment of any such taxes.

#### 18. Sharing Customer Data with the Department of Environmental Resources (DOER)

By signing this form, the customer authorizes Your Program Administrator to share Your Connected Solutions registration status with the DOER.

#### 19. Counterpart Execution; Scanned Copy

Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and

without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

20. Interconnection Service Agreement

Participation in this Program must be done in compliance with Your Interconnection Service Agreement.