

## Rocky Mountain Power Wattsmart Battery Program Terms & Conditions:

Rocky Mountain Power's ("RMP") Wattsmart Battery Program ("Wattsmart" or "Program") is an innovative way to integrate batteries within the electric grid (the "Grid") that will continually evolve based upon lessons learned. The program will evolve through time to continually ensure batteries are being integrated in an effective manner, including but not limited to, technology requirements, varying incentive levels, requirements to participate in battery specific rate schedules, etc. Current program information can be found at [www.rockymountainpower.net/savings-energy-choices/wattsmart-battery-program](http://www.rockymountainpower.net/savings-energy-choices/wattsmart-battery-program). Participation in this program is voluntary and includes your purchase of a qualified battery system, as defined below (the "Equipment"), to provide on-site backup power and to assist RMP in more effectively managing the Grid, particularly during peak usage. In return for granting RMP access to use the Equipment for load management purposes as stated herein, and to monitor energy usage discharge and performance, RMP will provide you an incentive payment in accordance with the parameters set forth below and on RMP's website. Thank you for agreeing to participate in RMP's Wattsmart Battery Incentive Program.

**1. Acknowledgment of Access to Equipment, Internet Access, and Customer Data:** You agree that the Equipment: (i) has a working and reliable internet network at your property, which network is positioned to communicate reliably with the Equipment; (ii) has a user account associated with it where applicable; and (iii) has other system configurations that may be required by the Equipment manufacturer (the "Manufacturer") (i.e. smart phone apps);. **BECAUSE THE EQUIPMENT CAN BE DEPLETED AT ANY TIME, YOU AGREE NOT TO RELY EXCLUSIVELY ON THE BATTERY EQUIPMENT TO POWER LIFE-SUPPORTING EQUIPMENT.** You agree that RMP may access the Equipment remotely for load management purposes as stated herein, and to monitor energy usage discharge and performance. It is your responsibility to ensure that all required system configurations 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, costs, and other policies of your Equipment manufacturer/installer and your ISP.

**2. Equipment & Access Disruption Fee:** It is Customer's responsibility to maintain the battery for use in the Program. In the event that the Equipment fails to operate, or RMP is unable to communicate with the Equipment and communication or access is not restored as necessary within 15 days after notice from RMP, RMP may terminate this Agreement. Terms of termination are included in Paragraph 6.

**3. Equipment Performance:** If Equipment fails to perform within +/- 10% of the enrolled capacity noted on your applications, you will have 30 days to resolve the issue and to have RMP test and verify that performance has been restored. If performance is not restored within 30 days, RMP may elect to terminate your participation in the Wattsmart Battery Program as provided in Paragraph 6.

**4. Control of Equipment and Data Access:** You agree to grant RMP access and control your Equipment as required for grid management purposes as stated herein and to monitor energy usage discharge and performance. As part of this Program, you consent to RMP and/or RMP's third party vendor access and use of certain customer data and information, including energy usage and consumption data, as well as personally identifiable information ("Customer Data") for purposes to support RMP's Wattsmart Battery Program. This information will be used to assist in programming, reporting, monitoring, and controlling

the Equipment, as well as other uses consistent with RMP's Privacy Policy (available upon request or online at [www.rockymountainpower.net](http://www.rockymountainpower.net)), and as provided in applicable third-party vendor terms and conditions. You consent to the terms and conditions provided in the Equipment monitoring platform(s) and web-based management services, which may be amended or revised from time to time and shall be posted and maintained on RMP's website at [www.rockymountainpower.net](http://www.rockymountainpower.net), that RMP utilizes to enable control and access of Equipment, to view performance data, and otherwise enable required third party vendors or products. You expressly authorize RMP to use any interface it deems 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 RMP may control the operation, charge and discharge of the Equipment installed in your home or business 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. 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 Wattsmart Battery Program commitments or back up power. System outages, Equipment failure, or other circumstances outside RMP's control may impact or delay the charging status and availability of your Equipment. RMP does not guarantee that your Equipment will be charged, fully charged, or available to you during all system outages; however, the Wattsmart Battery Program is designed so that in the event of a system outage the battery will function as designed and intended by the installer.

**5. Enrollment & Term:** This Agreement shall commence upon your enrollment and shall continue for a period of four 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 you or RMP, you will owe RMP a pro-rated one-time payment based on the calculation below, payable within 30 days of invoice:  $\text{Number of months remaining in the Initial Term} / \text{total months in Initial Term} * \text{per incentive given} = \text{Total amount owed to RMP}$ .

Examples:

**Incentive Calculation:** For example, if a residential customer enrolls a 5-kW battery with a commitment term of 4 years, their enrollment incentive will be \$3,000 (5kW x \$150 x 4 years). If 24 of the 48 months remain in the Term, and customer requests to be removed from the program, customer will owe \$1,500 (5kW x \$150 x 2 years).

**7. Change in Property 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 RMP with 30 days advance notice of a sale of the property 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 RMP with an executed assignment and assumption agreement, in a form provided by or acceptable to RMP. 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.** If you enroll Equipment that requires additional manufacturer or network fees or charges, you will be responsible for those additional charges.

**9. Liability:** To the fullest extent allowed by law, RMP is not 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 (Battery). **By directing what Equipment is eligible for participation in the Program, RMP does not make any representations or warranties with respect to the Equipment, including without limitation representations or warranties regarding the fitness of the Equipment for any particular purpose, including without limitation its fitness for the purpose of participating in the Program.**

**10. Indemnification:** To the fullest extent allowed by law, you shall indemnify, defend and hold harmless RMP for any injury or damage to any persons or property (i) arising from your and RMP's access and use of the Equipment, (ii) caused by any breach of this Agreement by you, your negligence or negligence of your household members, agents, servants, employees, tenants, licensees, invitees, tenant's invitees, or independent contractors, or (iii) caused by any design or manufacturing defect.

**11. Notice:** You must send any Notice required under this Agreement to [battery@rockymountainpower.net](mailto:battery@rockymountainpower.net).

**12. Governing Law:** This Agreement shall be governed by the laws of the States of Utah, Idaho, and Wyoming, as applicable, based on where your service address is located. Except for the privacy policies referenced in Paragraph 4, and applicable Public Utility Commission Tariffs, this Agreement is the entire agreement between RMP and Customer pertaining to the Wattsmart Battery 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 you and RMP. The parties agree that any dispute arising out of this Agreement shall be brought either the applicable state Public Utility Commission or State or Federal court within that state. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

**13. Risk of Loss:** You bear the entire risk of loss, theft or damage to the Equipment from any cause during the term of this Agreement. RMP recommends obtaining or ensuring that the Equipment is covered under your homeowner's insurance.

**14. Miscellaneous:** Equipment eligibility is at the sole discretion of RMP. Equipment that is enrolled in other RMP tariff or incentive programs is not eligible. By signing this Agreement, you agree that you have read and understand the above terms.

Rocky Mountain Power Customer Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Date: \_\_\_\_\_

Installer Company (please print): \_\_\_\_\_

Installer Name (please print): \_\_\_\_\_

Installer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Updated program information can be found at [www.rockymountainpower.net/savings-energy-choices/wattsmart-battery-program.html](http://www.rockymountainpower.net/savings-energy-choices/wattsmart-battery-program.html)