

GridSavvy Rewards Enphase Battery Storage System Terms and Conditions

Welcome to Sonoma Clean Power (SCP) GridSavvy Rewards (“Program”). This Program compensates Participants for enrolling eligible Enphase battery storage systems that will be remotely communicated with to charge the battery storage system during off-peak hours and discharge the battery storage system to the home and/or grid during peak-hours. The purpose of the Program is to curtail energy use during peak times to reduce the strain on the electric grid.

Participation in SCP GridSavvy Rewards is legally bound by and subject to the following terms and conditions. SCP Customers whose application to enroll in this program is accepted by SCP (“Participants”) agree to comply with these terms and conditions and certify that they are eligible to participate in the program. These terms and conditions do not alter any other terms for other programs or services the Participants receive from SCP.

1. Only current SCP electric customers with an active electricity account (“Customers”) are eligible to participate in GridSavvy Rewards and receive energy savings payments, equipment incentives, and bill credits. Participants must not be enrolled in another demand response program outside of the GridSavvy Rewards Program options.
2. SCP’s GridSavvy Rewards (“Program”) compensates Participants for reducing energy use during specific times of year and day. SCP determines the times of battery charging periods (“Charge Events”) and battery discharging periods for energy use reduction (“Energy Saving Event” or “Discharge Event”) and will notify the Participant of these events as follows:
 - a. SCP, or its designated Service Provider or agents, may issue Charge Event notifications and Energy Saving Event/Discharge Event notifications through a signal directly to Equipment.
 - i. Charge Event signals will charge the battery from onsite solar or the grid until the Charge Event concludes.
 - ii. When possible, SCP will, but is not required to, call Charge Events during Participant’s off-peak hours according to their SCP rate indicated at the time of enrollment or when Participant’s solar is generating more energy than site load.
 - iii. Energy Saving Event/Discharge Event signals will discharge energy from the battery to serve onsite load or be exported to the grid until the Energy Saving Event concludes.
 - iv. Participant may override the Energy Saving Event/Discharge Event through the Enphase App. For more information on how events will be communicated and how a Participant may override Energy Savings Events, see the Program FAQs at: www.sonomacleanpower.org/gridsavvy.
 - v. When possible, SCP will but is not required to, schedule Charge Events and Energy Saving Events/Discharge Events to align with the Participant’s rate schedule.
 - b. Energy Saving Events/Discharge Events are determined at SCP’s sole discretion, ranging between one (1) and five (5) hours in duration, normally between 4:00 pm and 9:00pm, and may occur at any time during the day and year, up to 365 times a year.
 - c. Energy Saving Events/Discharge Events will not be called if severe weather is anticipated

(using Enphase StormGuard battery profile setting). Additional statewide Flex Alert Energy Saving Events may be issued in response to a Flex Alert requested by the California Independent System Operator (CAISO). A Flex Alert is issued when the demand for electricity is anticipated to exceed supply which can cause stress to the electricity grid and affect grid reliability. These events may last up to 5 hours.

3. Participants shall participate in this Program for five (5) years from the date of enrollment. Notwithstanding any contradicting or inconsistent provisions in any other documents or agreements, including the Participation Agreement, if termination occurs prior to completion of its five-year commitment for any reason, the Participant shall return a prorated portion of the Enrollment Incentive received to SCP. The prorated portion of the Enrollment Incentive shall be based on the remaining portion of the five-year commitment, calculated from the date of termination as a fraction of the Participant's five-year commitment.
4. Participants enrolled in the GridSavvy Rewards Enphase Battery Storage System option may participate in multiple GridSavvy Rewards Program options simultaneously. Please see the SCP GridSavvy Rewards website www.sonomacleanpower.org/gridsavvy to view all Program options. For Participants enrolled in GridSavvy Rewards Alerts and Enphase Battery Storage Systems, Reward Payments earned through GridSavvy Rewards Alerts can be stacked with Participation Incentives earned through the Enphase Battery Storage System Program Option. Eligible Enphase Battery Storage System equipment will be listed on the GridSavvy Rewards website www.sonomacleanpower.org/gridsavvy.
5. Upon confirmation of the Customer signing the GridSavvy Rewards Participation Agreement and enrolling in GridSavvy Rewards, SCP will provide a one-time Enrollment Incentive ("Enrollment incentive") to the Participant based on the battery capacity enrolled.
 - a. SCP will issue an Enrollment Incentive payment to the Participant in an amount and method defined by SCP.
 - i. The Enrollment Incentive amount is determined based on the defined amount applicable at the time of enrollment.
6. Upon confirmation of the Customer signing the GridSavvy Rewards Participation Agreement and enrolling in GridSavvy Rewards, the Participant will accrue a Participation Incentive monthly based on the battery capacity enrolled, as long as the terms and conditions are met. Participation Incentives are paid out annually or when a Participant unenrolls or the Participant's account is closed.
 - a. Participants can opt-out of an event at least one hour prior to such event taking place by adjusting their device via the app. If Participant opts out of more than two (2) Events in a calendar month, the Participant forfeits that month's Participation Incentive.
 - i. The amount and availability of the Incentive Payment is subject to change.
 - ii. SCP will issue the Incentive Payment to the Participant's service address.
7. Incentive Payments are only available while program funds last and SCP may discontinue the incentive program or change the amount of incentive payments at any time without notice for future Participants. For avoidance of doubt, Incentive Payments shall continue for existing Participants in accordance with the terms of the Participant Agreement during the term thereof.
8. SCP reserves the right to withhold Incentive Payments and recover the amount of any Incentive Payments already issued for any Equipment installed outside of the SCP electric account service address or for any Participant's deemed to be violating the terms, conditions, and restrictions of the program.

9. Enrollment Incentives and/or Participation Incentives are subject to change.
 - a. Enrollment Incentives are only available for eligible Equipment to Program Participants.
 - b. Participation Incentives are available for Participant's who enroll in GridSavvy Rewards and allow SCP, or SCP's designated Service Provider, or agents, to directly control their Equipment in response to Energy Saving Events.
 - c. Participants will receive Participation Incentives no fewer than once a year.
 - i. SCP reserves the right to withhold Participation Incentives for a particular month if Participant overrides more than two (2) Energy Saving Events within a calendar month.
10. The Participant is responsible for any income taxes and other applicable taxes that may apply for amounts received under this Program.
11. The Participant must maintain a continuous connection between their enrolled battery storage system and the Enphase service.
12. Participants may change the enrolled battery capacity once a year through the Enphase app.
 - a. The Enrollment Incentive shall be adjusted based on the change in the enrolled battery capacity, to be calculated by SCP. By way of example, if a Participant increases the battery capacity, the Participant shall be entitled to a prorated Enrollment Incentive based on the added capacity. Likewise, if a Participant decreases the battery capacity, the Participant shall provide SCP a pro rata reimbursement of the received Enrollment Incentive based on the decreased capacity, to be paid within 30 days of written notice and invoice by SCP.
 - b. The Participation Incentive shall also be adjusted based on the change in the battery capacity, effective the first full month following the capacity change.
13. Restrictions. In connection with Participant's participation in GridSavvy Rewards, Participant agrees that they will not:
 - a. Use the Program for any unlawful purpose;
 - b. Take any action that imposes or may impose (in SCP's sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure or that otherwise interferes with the proper working of the Program;
 - c. Infringe or violate the intellectual property rights or any other rights of SCP, and its members, employees, Service Provider, or agents;
 - d. Use the Program in a manner that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
 - e. Jeopardize the security of their account or anyone else's (such as allowing someone else to log in to their account as them); or
 - f. Decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Program.

A violation of any of the foregoing is grounds for termination of a Participant's right to use or access the Program.

14. The Participant is solely responsible for Equipment installation and installation costs where applicable (e.g. Bring your own equipment program).
15. It is the Participant's sole responsibility to determine the suitability of any Equipment to their needs, and to ensure that they understand the limitations of any warranty or guarantee provided by the manufacturer.
16. Limitation of Liability. Participation in Program options by Participant may require Participant to install or use "grid-tied" battery storage systems. Participant understands and agrees that SCP does not guarantee or warrant any such grid-tied equipment. SCP shall have no liability to Participant or any third party for any property damage or personal injury, including death, arising out of Participant's ownership or use of such equipment. SCP, nor any of its members, employees, implementers, Service Provider, or agents are responsible or liable to the Participants, or to any third party for any indirect, incidental, consequential, special, exemplary, punitive or other damages (including, without limitation, damages for loss of business, loss of data, or lost profits) arising out of or relating in any way to the GridSavvy Rewards program. SCP and its members, employees, Service Provider, or agents are released from any liability, and any and all damages resulting from the Participant's installation, use, and program performance of the Equipment provided, recommended or required in the course of the parties' performance of this Agreement.

SCP disclaims all warranties, including but not limited to any warranties of merchantability, fitness for a particular purpose or non-infringement. SCP specifically makes no endorsements, representations, guarantees, or warranties, express or implied, about the effectiveness or performance of any Program options, or participating contractors, or the suitability or performance of equipment. It is the Participant's sole responsibility to determine whether a contractor or equipment is suitable for their project.

17. In no way does this release and disclaimer the Equipment manufacturer from its obligations under any warranty or guaranty provided by the manufacturer.
18. Enrollment and participation in GridSavvy Rewards requires the Customer to agree to the Sonoma Clean Power GridSavvy Rewards Participation Agreement. More information is available in the Sonoma Clean Power– GridSavvy Rewards Participation Agreement and FAQs at www.sonomacleanpower.org/gridsavvy.
19. SCP GridSavvy Rewards terms and conditions are subject to change without prior notice. SCP will make commercially reasonable efforts to notify GridSavvy Rewards participants via email within ten (10) days of any updates to the Program terms and conditions. Participant is responsible for notifying SCP of any changes to Participant's current email address to assure timely receipt of Program communication and changes to the Program terms & conditions. Any updates to GridSavvy Rewards terms and conditions will also be available on the SCP GridSavvy Rewards website www.sonomacleanpower.org/gridsavvy.
20. Collection and Use of Participant Data. By participating in GridSavvy Rewards, the Participant authorizes SCP and Enphase to collect and disclose Participant's personal information and usage information in the course of enrollment and use of the program ("Participant Data") as set forth in this Section.

Participant data includes personal identifiable information, including but not limited to

- Event opt in or opt out status,
- Energy usage and/or energy production,
- SCP account information,
- First name,

- Last name,
- E-mail,
- Address, City, State, Zip (associated with location and utility account),
- Utility Account number,
- Date on which Device received Utility's permission to operate, after undergoing,
- interconnection and commissioning process,
- Battery UUID (unique identifier),
- Battery manufacturer,
- Battery model,
- Battery charge capacity,
- Battery discharge capacity,
- Battery storage capacity,
- Application Status,
- Enrollment Date,
- Participant's Utility Account Number,
- Timestamp,
- Battery energy,
- Battery power,
- Battery state of charge,
- Battery stored energy,
- Battery mode,
- Solar energy production,
- Solar power production,
- Grid connected and
- Connectivity status.

Participant consents to SCP accessing, using, disclosing and sharing Participant Data with SCP Providers and third parties for the purposes of determining Participant eligibility in the Program. Subject to applicable laws, Participant consents to SCP and Enphase accessing, using, disclosing and sharing Participant Data for the purposes of performing their obligations under the Agreement and applicable law, including improving the Program.

SCP and the Enphase will use Participant Data to send emails and other notifications related to the Program, including emails regarding enrollment status. Messaging and data charges may apply.

SCP's access, use, and sharing of Participant Data in connection with this Program are subject to the SCP's Privacy Policy available at www.sonomacleanpower.org/privacy-policy. The Participant may revoke this consent by providing written notice to gridsavvy@sonomacleanpower.org. However, that such revocation will be deemed to be a request to withdraw from the Program.

Enphase's access, use, and sharing of Participant Data in connection with this Program are subject to the Enphase Privacy Policy available at www.enphase.com/legal/privacy-policy.

All Service Provider or agents are required to sign non-disclosure agreements and required to comply with California Public Utilities Commission Decision 12-08-045 and associated regulatory authority pertaining to customer privacy protections. Participant Data is used to verify that Customers are eligible to participate in the GridSavvy Rewards program and to evaluate historical energy use and energy use during Energy Saving Events. SCP will handle the collection and use of Participant Data in compliance with its privacy policy. Participant agrees to provide access to its data during the entirety of the Customer's participation in a Sonoma Clean Power Program option.

21. Assignment. This Agreement is personal to the Participant. Participant may not assign or transfer rights or delegate obligations under this Agreement without notice to and written approval of SCP, which may be approved or denied solely at the discretion of SCP. SCP may assign all or any portion of the Agreement to a Service Provider or agents.
22. Indemnification. Participant agrees to indemnify, defend, and hold harmless SCP from any claims for personal injury or property damage arising out of the use or ownership of any equipment to participate in this Program.
23. Severability. If any terms or conditions herein are determined to be invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, then such term shall be enforced only to the extent it is enforceable and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable.
24. Waiver. No waiver of any term or condition, whether by conduct or otherwise shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition herein. No waiver shall be binding unless executed in writing by SCP.
25. Force Majeure. Neither Party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including, without limitation, acts of God; acts or omissions of governmental authorities; strikes, lockouts, or other industrial disturbances; acts of public enemy; weather; wars; acts or threats of terrorism; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes; fire; storms; explosions; and any other similar events, acts, or omissions beyond the control of the Parties (a Force Majeure Event).
26. Law and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, with venue in Sonoma County without reference to its principles on conflicts of laws. Participant agrees that, regardless of any statute or law to the contrary, it must file any such claim or cause of action within one year after such claim or cause of action arose or be forever barred.

For more information, please contact SCP by email at gridsavvy@sonomacleanpower.org.

///End of GridSavvy Rewards Smart Devices Enphase Battery Storage System Terms & Conditions///