

AVA SMARTHOME BATTERY INCENTIVE PROGRAM Standard Upfront Rebate Customer Participation Agreement

This Agreement ("Agreement") between Ava Community Energy Authority, a joint powers authority formed under the laws of the State of California ("Ava") and an eligible residential customer not on a CARE/FERA rate ("Participant") outlines the terms and conditions of the SmartHome Battery Incentive Program ("Program") offered by Ava. Currently, this Program is approving incentives ("Incentives") for purchase and installation of a battery energy storage system ("Battery System"). The Program is being administered on behalf of Ava by Lunar Energy Limited ("Lunar"). Participant acknowledges that they have thoroughly and carefully read, understand, and agree to the following.

A. Participant and Battery System Eligibility Requirements

Participant represents and warrants that they meet all Program eligibility requirements listed below (together, the "Eligibility Requirements"). Ava may seek additional information regarding Participant's eligibility at any time.

- a. Participant must be an existing Ava customer with an account that is paid and current as of the date of application.
- b. Participant is at least 18 years of age.
- c. Participant is the owner of the property where the Battery System will be installed ("Property") OR Participant has the written permission of the Property owner to install the Battery System.
- d. Participant has completed an application ("Application") and represents and warrants that all information contained in the Application is true and correct and that Participant will update Ava with any changes to the information provided in the Application immediately. The Application is attached hereto and incorporated herein.
- e. Battery System must be on Ava's qualified equipment list (<http://www.avaenergy.org/go-electric/residential-solar-storage/smarthome-battery/residents/#approved-batteries>).
- f. Battery System must have Permission to Operate from the interconnecting utility.
- g. Battery System must be configured to export to the grid.
- h. Battery System must be configured to charge only from the paired solar generating system.
- i. Battery System must be sized such that it can be fully charged by the paired solar generating system.
- j. Date that the Battery System's manufacturer first established communications with the Battery System ("Installation Date") must be on or after January 1, 2026.
- k. Installation Date must be within five years of Application submission date.
- l. Participant shall participate in Ava's SmartHome Battery Management Program for sixty (60) months from the date that Battery System receives Permission to Operate from the interconnecting utility. The SmartHome Battery

Management Program is governed by a separate agreement, and Participant must sign that agreement as well.

B. Incentive Payments

Incentive payments will be made by a redemption email made payable to the Participant or the installer of the Battery System ("Installer") and will be issued within 90 days of confirmation of Battery System Permission to Operate via connection to Lunar's Gridshare platform and one successful test Battery System dispatch ("Enrollment Date"). Incentive payments may be passed directly to the Installer if the Participant designates this in the Application and the Installer has executed a SmartHome Battery Program Installer Agreement, completed a SmartHome Battery Program training session, and remains in good standing based on their performance in the SmartHome Battery Program. Participant understands that the Incentive amount is \$90 per kWh of nominated capacity of Battery System and that Incentives are available on a first-come, first-served basis. The nominated capacity of the Battery System is designated by the Participant in the Application or set in a separate agreement between Lunar and the Battery System manufacturer as 40%, 60%, or 80% of the Battery System's nameplate capacity.

C. Battery Purchase and Installation

Ava has no control over vendor inventory or Installer availability, and cannot guarantee that batteries or Installers will be available at all times. Ava receives no compensation from the vendors, manufacturers, or Installers for any sale made under the Program. The vendors, manufacturers, and Installers are not acting as agents for Ava, or on behalf of Ava. Ava is not acting as the agent for, or on behalf of, the vendors, manufacturers, or Installers. Ava is also not acting as Participant's agent, or on Participant's behalf, in connection with any battery purchase or installation transaction. Participant is solely responsible for understanding and negotiating the terms and conditions of their transactions with the vendors, manufacturers, and Installers.

D. Participant Acknowledgements and Certifications

1. Active Account. I understand that I must have an active, residential Ava account that is in good standing.
2. Eligibility. I attest that I meet all Eligibility Requirements and can provide additional supporting documentation if requested.
3. Survey Participation. Ava may request that Participants complete surveys during and up to one (1) year after the conclusion of the Program. Ava may use and publicize quotes from Participant surveys in promotional materials. These quotes would remain anonymous unless explicitly approved by the Participant.

4. Applicable Law. I agree to comply with all applicable federal, state and local laws and regulations.
5. No Representations or Warranties. I understand that Ava makes no representations or warranties, express or implied, regarding the Program or the Battery System discussed, selected, rejected, purchased, installed or otherwise considered by me. Ava hereby expressly disclaims all warranties, whether express, implied, oral or written, statutory or otherwise, regarding any subject matter of this Agreement. Any decisions regarding the discussion, selection, rejection, purchase, installation or otherwise of the Battery System shall be at my sole discretion and are my sole responsibility.
6. Liability Disclaimer. I understand that Ava and its authorized representatives, including Lunar, shall not be liable for personal injury, property damage or other liabilities arising out of or in any way related to the Program or the Battery System discussed, selected, rejected, purchased, installed or otherwise considered by me, nor for any special, incidental, indirect, consequential or secondary damages, or for the loss of profit, revenue, or data even if Ava and its authorized representatives, including Lunar, shall have been advised of the possibility of such potential loss or damage.
7. Previous Incentives. I certify that I have not previously received an Ava incentive for this Program.
8. Additional Incentives. I understand that I must disclose additional incentives received for the purchase and installation of the Battery System from other entities. I agree that the total incentives I have or will receive for the purchase and installation of the Battery System must not exceed the cost of the purchase and installation of the Battery System.
9. No Other Demand Response Programs. I certify I am not part of another demand response program (including but not limited to CAISO Proxy Demand Response or Reliability Demand Response Resource), Demand Side Grid Support (DSGS), or other load modification program.
10. No Additional Compensation. I understand that other than the Incentive, I will not receive payment or compensation for participation in this Program; however, I may be eligible for other incentives through Ava's SmartHome Battery Management Program.
11. Responsible for All Other Costs. I understand that I am responsible for all costs beyond the Incentive received.
12. Tax Liability. I understand that Ava's Incentive may be considered income and may be taxable. Ava is not responsible for any tax liability or determining whether a tax liability exists.
13. Repayment. I understand that Ava may require me, upon thirty (30) days' written notice, to repay the Incentive if I fail to comply with this Agreement.

14. Ava's Virtual Power Plant. I understand that in order to receive the Incentive, I must participate in the Program and my Battery System must participate in Ava's Virtual Power Plant. In the event that I do not participate in the Program or my Battery System does not participate in Ava's Virtual Power Plant, I may need to refund Ava for the full value of the Incentive. I am solely responsible for repayment to Ava of Incentive for which I do not qualify on the date of execution of the Agreement. Ava reserves the right to demand a refund payment, and, if the refund payment is not received by Ava within ninety (90) calendar days of Ava's notification to me, Ava may recall the Incentive payment using a method of its election, including but not limited to, issuance of a charge for the full amount of the incentive on my utility bill and/or submission of the debt to a collections agency.
15. Ability to Modify. I understand that Ava can modify the Program at any time in whole or in part and can waive any sections in the Agreement at its sole discretion.
16. No Assignment. This Agreement is personal to me, the Participant. I understand that I may not assign or transfer rights or delegate obligations under this Agreement.
17. California Law. I understand that this Agreement shall be interpreted and enforced in accordance with the laws of the State of California, with venue in Alameda County, without reference to its principles on conflicts of laws.
18. Waiver and Release. I expressly waive all claims and release Ava and its authorized representatives therefrom that I may have or in the future may obtain against Ava and its authorized representatives and agree further to hold Ava and its authorized representatives harmless and to indemnify same against any and all claims brought against them arising from or in any way related to the Program and any Battery System purchased or installed, excepting only such claims as may arise from Ava's sole negligence or willful misconduct. I expressly waive the provisions of California Civil Code section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
19. Personal Information. I acknowledged and agree that Ava may share my personal information, including such information contained in the Application and this Agreement with Lunar, or other authorized representatives during the term of the Agreement.
20. Third Party Beneficiary. I acknowledge that Lunar is a third party beneficiary to this Agreement.

21. Accuracy Certification. I certify that the information that I have supplied to Ava is true, accurate and complete and that I will inform Ava if any information changes.
22. Authorization. I certify that I am authorized to enter into the Agreement.
23. Acknowledgement. I have thoroughly and carefully read and understand and agree to the terms and conditions set forth in this Agreement.

Participant Date

Attachment: Application

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