



Non-Wires Solutions Prescriptive Energy Storage Program Agreement

Participant Eligibility The Consolidated Edison Company of New York, Inc. (“Con Edison” or the “Company”) customer (“Customer” or the “Applicant”) identified in this Non-Wires Solutions Energy Storage Program Agreement (as amended and in effect from time to time, this “Agreement” or the “Program Agreement”) is a Con Edison electric account holder or a customer whose basis of eligibility to participate in the Company’s Non-Wires Solutions Program (hereinafter, “Program”) is provided for hereunder, including as specified in the Customer and Facilities Information box below. Con Edison will determine Customer’s Program eligibility at Con Edison’s sole discretion in connection with Con Edison’s review process. The application portion of this Agreement (*i.e.*, the portion requiring the completion of information) may be completed by Customer, as applicant, or other third party acting on Customer’s behalf, as applicant. (The party completing the application portion of this Agreement is referred to herein as the “Applicant”). If the Applicant is a third party that has not provided Customer information below, then Con Edison will determine Program eligibility based upon the eligibility of the Customer(s) identified on Addendum 1 (the Multiple Facilities Template, available at www.coned.com/nonwires). Whether or not expressly provided for in any given case hereunder, in order to satisfy the obligations of the Applicant and Customer under this Agreement, all undertakings by the Applicant shall be the Applicant on behalf of the Applicant and also the Applicant on behalf of Customer, and all undertakings by Customer shall be Customer on behalf of Customer and also Customer on behalf of the Applicant.

Project Requirements

The project or portfolio of projects referred to in the Non-Wires Solution Details box immediately below intended to meet the requirements of the Program hereunder (hereinafter, “Project” or the “Project”) shall be eligible for Program incentives only if the Project adheres to all Program requirements, including the following, unless otherwise specified in Addendum 2:

1. A Project may not commence, and existing equipment to be replaced or made unnecessary by a Project may not be removed or disconnected, until after such Project is accepted by Con Edison.
2. Agreements may be approved for Projects that are (i) single Customer projects in which Customer’s demand reduction is clearly identified in the Project plan, or (ii) a portfolio of projects, the Project plans for which identify a sum total demand reduction for the full portfolio of projects, and provide detailed analyses thereof to be evaluated and approved by Con Edison.
3. A Project must be installed and operational prior to the applicable Operational Date identified in this Agreement and must also meet any other milestones and deadlines (including, as specified in Addendum 2).
4. A Project must have completed all necessary interconnection steps and any documentation requirements of the Program must have been satisfied, including, but not limited to, proof that the Applicant has achieved site control and will maintain site control for the duration of the Agreement.
5. All other requirements set forth in this Agreement, including those contained in the Terms and Conditions section hereof, must be satisfied.

For questions regarding projects related to the Program, please contact Con Edison at dsm@coned.com.

Non-Wires Solution Details

Project Name	
Network (Crown Heights, Ridgewood, and/or Richmond Hill)	
Network Peak Hour	9 PM – 10 PM
Network Overload Period	12 PM – 12 AM
Planned First Performance Year (First year that Project will participate in the Program - Project must be available for entirety of the Summer Performance Period, May 1 st -September 30 th)	
Quantity of Summer Performance Periods (Number of consecutive years that Project will participate in the Program - Project must be installed and operational prior to May 1 st of the first Performance Year in order to participate in the Summer Performance Period)	

Customer and Facilities Information

If not currently provided, must be submitted within 30 days after the date this Agreement is executed fully by the parties unless otherwise agreed at the time that this Agreement is proposed for acceptance by Con Edison, and when submitted may be attached as Addendum 1.

Con Edison Account Number (15 Digits)

Account Name <i>(as shown on your Con Edison bill)</i>																												
MC #: <i>(as shown on Power Clerk)</i>																												
Contact Name							Day Phone																					
Service Address							Email																					
Address 2							Fax																					
City				State				Zip			Square Footage				Annual Hours of Operation													
Year Built			Building Type (e.g., Office, Hospital)					Multifamily # of Units			Number of Floors																	
<input type="checkbox"/> Multiple Facilities - This box should be checked for any Project comprised of project portfolios consisting of more than one building, and the Multiple Facilities Template (Addendum 1) must be completed and submitted with this Agreement.																												

Applicant Information The Applicant may be a Customer or a third-party authorized to apply for the Program on behalf of a Customer. Whether the Applicant is a Customer on its own behalf or an authorized third-party, information for the Applicant is required immediately below.														
Applicant/Company Name														
Contact Name							Day Phone							
Service Address							Email							
Address 2							Fax							
City				State				Zip						
Federal Tax ID														
Check appropriate box: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Exempt Payee (Provide Tax Documentation) <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other <input type="checkbox"/> Partnership														

Payee Mailing Address Information														
Any incentive payments should be sent to:														
Attention														
Payee Name														
Mailing Address														
City				State				Zip						

Proposed Project Information														
Proposed Project Summary (Project Details/Scope of Work Information):														



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Demand Reduction (kW) (See Terms and Conditions below for definition – annual seasonal obligation taking into account end of life Project performance)	Dispatchable Energy Capacity (kWh) (See Terms and Conditions below for definition – yearly, constant obligation taking into account end of life Project performance)	Total Project Cost (\$)	Con Edison Contribution Requested (\$)
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Project Start and Operational Date	
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Project Start Date:	Operational Date:
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Terms and Conditions

ELIGIBILITY: Unless otherwise approved by the Company, incentives are available only for energy storage systems (ESS) (e.g., batteries) that provide permanent and temporary "Demand Reduction" measures installed at facilities of Customers in good standing. "Demand Reduction" is measured in kW and defined as energy load reduction to the electric grid served by Con Edison and achieved by Customers through demand reduction measures installed or implemented in connection with any Project, satisfied by a satisfactory response to the calling of a "NWS Event" by Con Edison, typically measured as an annual obligation expected to remain constant throughout the term of the Program Agreement by taking into account end of life Project performance and the potential of ESS degradation in later Project years. A "NWS Event" is called by Con Edison when a determination is made by Con Edison that Demand Reduction is needed to help provide load relief capacity during peak times of demand on the grid, and which results in a request by Con Edison of a participant hereunder (Customer and/or the Applicant, and a failure to mention expressly one or the other shall not be a barrier to effect the intent of any provision) to meet its Demand Reduction obligation, and as more particularly provided for by the NON-WIRES SOLUTIONS (NWS) EVENT section below. An "NWS Event Day" is any instance of the calling of an NWS Event by Con Edison. Demand Reduction may also be achieved by an equivalent in "Dispatchable Energy Capacity" and as more particularly provided for by the DISPATCHABLE ENERGY CAPACITY section below.

AGREEMENT AND REQUIRED DOCUMENTATION:

Eligible Customers seeking to participate in the Program must submit a completed, signed Agreement, together with all relevant Project documents.

AGREEMENT PACKAGE REVIEW AND INSPECTION:

The Company will review an Agreement and accompanying information for eligibility, completeness, and accuracy. The Company may conduct an on-site inspection or pre-installation metering of the applicable facility's existing equipment and systems. If a proposed Project does not meet Program criteria, then the Company will so notify the Applicant and the Agreement will be rejected. Any necessary, pre-installation inspection and measurement and verification (M&V) must be completed to validate baseline conditions before the Applicant installs qualifying equipment in order to qualify for incentives. Any failure by Customer/Applicant to allow Con Edison or its authorized representative timely access for such purpose will result in Program ineligibility and non-payment of incentives. The Company reserves the right to reject any estimate of energy savings, peak Demand Reduction, energy capacity, or Project cost submitted by the Applicant. The Applicant acknowledges that the estimated incentive amount included in any incentive offer is an estimate only; the actual incentive amount payable upon Project completion will

depend upon the performance of Project verified (kW) savings actually achieved.

INCENTIVE PAYMENT ADJUSTMENTS: The Company has the right to withhold any incentive payments should the Project not be operational by the Operational Date (identified in the application portion of this Agreement) or should the Project be deemed not available during the Summer Performance Period (defined as May 1st through September 30th at all times under this Agreement, and as also provided for above in the application portion of this Agreement) even if operational by the Operational Date. Further, the Company shall be entitled to seek a full or partial refund of incentives paid (1) if, on account of erroneous representations or misrepresentations on the part of the Applicant and/or Customer, at any time prior to the September 30th of the final Performance Year (identified as part of the Non-Wires Solution Details box on page 1) the Company learns that the Project was not actually or properly installed, or that the Project no longer meets the Demand Reduction stated in this Agreement (subject to normal degradation, equipment failure unrelated to any act or omission on the part of the Applicant and/or Customer, or Force Majeure conditions), (2) if during the term the Project is moved without the prior written consent of the Company, (3) if during the term the Project is moved outside the Company's network, or (4) by any deliberate decision on the part of the Applicant to not provide load reduction during an NWS Event.

PROJECT SITES: The Applicant shall secure Project sites that endure for the Summer Performance Periods provided for in accordance with the terms and conditions of this Agreement, or for another timeframe identified and agreed to as part of Addendum 2 hereof. The terms and conditions of the agreements secured by the Applicant with third parties and/or Customers with respect to Project sites are independent of the Company, and the Company shall not have any responsibility or incur any liability pursuant to such agreements. At any time during this Agreement and outside of any Summer Performance Period hereunder, the Applicant may remove, replace, or add any unit (i.e., any whole or part of an ESS solution) associated with a Project site or Customer, provided that any such change shall not modify the Load Reduction Guaranty (as hereinafter defined), and provided further that any such change shall be made in accordance with any applicable safety requirements. Prior to the Operational Date, the Applicant shall provide to the Company a list identifying all sites and Customers of Projects installed or to be installed by the Applicant. For each such site or Customer, the Applicant must meet the applicable M&V requirements. The Company will verify with the Applicant which sites and Customers are eligible under this Agreement.

MARKETING; USE OF COMPANY NAME: The parties understand and agree that the Applicant is responsible for all marketing activities to Customers; provided, however, that

any and all marketing materials developed by the Applicant that reference the Company will be subject to approval by the Company.

SITE CONTROL: Upon request by the Company, the Applicant will provide to the Company a list and supporting documentation of acquired customers for installation of the Project, which is intended to serve as conclusive evidence that the Applicant has or will achieve site control (“Achieve Site Control”) of any associated customer site and with a corresponding benefit to the Applicant’s Demand Reduction obligation. Documentation for submission to the Company may include a completed “New York State Standard Site Control Certification Form” included in the New York State Standardized Interconnection Requirements (SIR) application as Appendix J and any supporting agreements. If the Applicant has not or within a reasonable time will not Achieve Site Control (including that the Applicant shall not have provided conclusive documentary evidence that the Applicant has done so), then the Company may cancel the Project and the Applicant shall in such events forfeit any payments in accordance with the milestone payment schedule agreed to between the parties in the Project plan.

FINANCING ACCOMODATIONS: The Company acknowledges that the Applicant may finance the acquisition and installation of a Project by entering into financing agreements with one or more financing parties. The Company agrees to:

- (i) Accept any related consents to assignments or acknowledgements reasonably acceptable to the Company, to include that any potential impacts to the delivery timetable for the Project must be acceptable to the Company; and
- (ii) Provide such opinions of counsel as may be reasonably requested by the Applicant or the financing party in connection with the financing or sale of the ESS solution at the Applicant’s cost and expense.

ASSET OWNERSHIP AND OPERATIONAL CONTROL: As between the Applicant and the Applicant’s financiers, on the one hand, and Con Edison, on the other hand, the Applicant or the Applicant’s financiers will be the legal owner of any ESS solution. Con Edison will be entitled to rights to call upon the asset(s) to provide Demand Reduction during the term of this Agreement, and as more particularly provided for hereunder.

INSTALLATION REQUIREMENTS: The Applicant and Customer assume sole responsibility for all installation work. Applicant and Customer acknowledge that all work must comply fully with all applicable laws, rules, and regulations. Without limitation, the Applicant shall interconnect the Project in accordance with the requirements and terms and conditions set forth in the New York State SIR in order to deliver the Project safely and reliably. Interconnection upgrades necessary to accommodate the ESS solution on Con Edison’s distribution system must also be done in a manner

consistent with the local reliability standard for new load in that Con Edison service territory. For example only, if the service territory requires new load to be interconnected at an “N-2” reliability standard, then the ESS solution must be interconnected at the N-2 reliability standard. If the Applicant fails to interconnect the ESS solution at a location to meet reliability for what the Company would install to service new load at that location, then, if requested by the Company, the Applicant shall make necessary interconnection upgrades within a reasonable time of the request, at no additional cost or expense to the Company, and in order to meet the reliability standard set by the Company. The parties understand and agree that the Company may elect to withhold any incentive payments until such time as the necessary interconnection upgrades are completed. Subject to the limitations set forth in the Underperformance; Breach of Load Reduction Guaranty section and Liability Limitation section hereof, and subject also to such requirements of and full liability associated with any failures in connection with a “Permission to Operate” and associated interconnection agreement referred to herein, the Applicant shall be responsible under this Agreement for all delays, costs and expenses associated with such interconnection, except to the extent of interconnection delays in excess of the timeline dictated in the New York State SIR caused or contributed to by an act or omission of the Company reasonably related to the Applicant satisfying the Applicant’s interconnection obligations, and any such delay on the part of the Company shall be an excusable period of delay on the part of the Applicant, including as may apply to a shifting of Operational Date for a period of time equal to the duration of the excusable period of delay.

INSTALLATION TIME LIMITS: All Projects must be installed and operational before the Operational Date specified in the application section of this Agreement. Failure to meet the Operational Date or any other milestone deadlines as may be indicated as part of Addendum 2 will result in the forfeiture of payments pursuant to the milestone payment schedule agreed to between the parties in the Project plan, normally prior to Project commencement or the payment by the Applicant (or Customer, if different).

If on account of delays reasonably established between the parties to have been caused by Con Edison not adhering to deadlines established by the New York State SIR, or if on account of Con Edison not adhering to such deadlines as Con Edison may agree to in writing, then any timetable established hereunder shall be subject to a day for day (or other mutually agreed to) extension for any such delays.

OPERATIONAL DATE REQUIREMENTS: The Operational Date shall not occur until the Applicant has met the following requirements, and at such time the Company will deem a Project operational and available for load Demand Reduction for any upcoming Summer Performance Period:

- (i) provided the Company with a list of Project site(s) and Customers and the Company has verified that such sites and Customers are eligible for the Program;

(ii) constructed the Project in accordance with applicable zoning, permitting, reliability, and safety requirements;

(iii) received Permission to Operate (and enters into an associated interconnection agreement) or other documentation from Con Edison indicating the Project has met all requirements to operate as intended;

(iv) met Con Edison's M&V requirements, including Project monitoring requirements, as may be provided for by the Company's Performance Verification Plan (see INCENTIVE AMOUNTS below) or otherwise;

(v) submitted a "Certificate of Completion" or other notification to the Company that the Project is installed and ready for Performance Testing (as defined and more particularly described as part of the PERFORMANCE TESTING section below); and

(vi) completed initial Performance Testing.

After Operational Date requirements are met and the Applicant has satisfied performance testing requirements (as defined in the PERFORMANCE TESTING section), or on or about such time as the Company may determine reasonably that the Operational Date requirements are substantially met (and contingent on pending Operational Date requirements being met fully), the Applicant may submit an invoice for the Installation Payment (as defined in the INCENTIVE PAYMENT SCHEDULE section below) to Con Edison.

DISPATCHABLE ENERGY CAPACITY: Consistent with the Applicant's commitment to the Demand Reduction to be achieved by a Project, and the Load Reduction Guaranty associated therewith, the Applicant also commits to make best efforts to provide a flexible guarantee of "Dispatchable Energy Capacity" for the ESS solution to deliver Demand Reduction power and energy capacity for the duration of the Summer Performance Periods in accordance with the terms and conditions of this Agreement. The parties reasonably anticipate that any Project hereunder will likely have higher available power and energy for dispatch in the earlier years and eventually degrade when tasked to achieve the Demand Reduction committed to hereunder (and tied to the Load Reduction Guaranty) by the final Summer Performance Period. Related to this, Con Edison reserves the right to request by an NWS Event that the ESS solution associated with a given Project produce power either above the guaranteed kW available in earlier years or for a longer hourly duration, and at no additional cost and expense, subject to ESS inverter capability, and such that the request will not unduly degrade the Project for future performance and ability to meet the Applicant's Demand Reduction obligations. For example only, if the agreed to Demand Reduction requires that the ESS solution should be able to generate X kW over an eight-hour period, then it is anticipated that Con Edison may require by way of an NWS Event that the Demand Reduction requirement can

be met by 2X kW over a four-hour period. The parties agree that no Load Reduction Guaranty Breach (as defined by the UNDERPERFORMANCE; BREACH OF LOAD REDUCTION GUARANTY section below) will be assessed on the Applicant's inability to dispatch or discharge energy above the dispatchable energy capacity (kWh) required by the calling of an NWS Event.

DISPATCH: In order to achieve the objectives hereunder including with respect to the Load Reduction Guaranty, the Applicant hereby provides to Con Edison Project dispatch rights during the Summer Performance Periods hereunder, or for such other timeframe as agreed to between the parties, including as may be identified in Addendum 2, with day-ahead notification of twenty-one (21) hours in each case of any dispatch. Con Edison reserves the right to dispatch the ESS solution at different times of the Network Overload Period (identified in the Non-Wires Solution box as part of the application portion of this Agreement on page 1) and at different power levels with day-ahead notification throughout each Summer Performance Period. The parties understand and agree that the Company may establish the Network Overload Period and NWS Event Day call window dependent on the Company's system needs, and the Company will notify the Applicant of any changes in this regard prior to the beginning of each Summer Performance Period.

COMMUNICATION SYSTEMS AND EQUIPMENT: The Applicant shall at the Applicant's own cost and expense install communications systems and equipment with respect to a Project i) to enable the Company to monitor remotely the status of a Project at all times over the contract term on an aggregate and individual unit basis, and which permits the Company to have real time information access to Project operations, including the ability to measure the real time charge and discharge of the ESS unit(s) at intervals of time of not greater than fifteen (15) minutes between each measurement and ii) which is otherwise necessary to implement and respond to Con Edison's dispatch instruction. Such communications systems and equipment must be installed and operational prior to any Operational Date for a Project.

If during the term of this Agreement Con Edison implements an upgraded communication system, including such as one that allows Con Edison to exercise greater monitoring or more efficient dispatch of a Project, then the Applicant may be required to upgrade the Applicant's systems to enable interface with Con Edison's upgraded communication system. In such events, at the Applicant's request, at Con Edison's sole discretion, Con Edison may review and may agree to contribute financially to the Applicant's communication system upgrades. If Con Edison declines to contribute financially to the Applicant's communication system upgrades to the Applicant's reasonable satisfaction, then the Applicant may elect hereunder to choose to not make upgrades, and the Applicant and Con Edison hereby agree to work together reasonably to identify appropriate alternatives.

EXCLUSION FROM FUTURE PROGRAMS: The Applicant shall not propose the Project for participation in future Con Edison or other programs and the Project shall not be eligible to participate in any such future Con Edison or other programs if such participation interferes with Con Edison's ability to dispatch fully the ESS solution hereunder in accordance with the terms and conditions of this Agreement.

QUALIFICATION FOR INCENTIVES FROM MULTIPLE PROGRAMS: If a Project under the Program also qualifies for incentives under any other Con Edison incentive program, or any New York Independent System Operator (NYISO) program or other programs operated by other agencies, then the Customer/Applicant may receive funds from all such sources, excluding from Con Edison's Demand Response programs (e.g., Commercial System Relief Program (CSRP), Distribution Load Relief Program, Dynamic Load Management (DLM) Program (Term-DLM and Auto-DLM)) unless with the prior written consent of Con Edison. Among other things, prior written consent of Con Edison may include considerations focused on whether or not (i) the Project is meeting test events requirements for a given Summer Performance Period (as defined and more particularly described as part of MEASUREMENT AND VERIFICATION section below), and (ii) Customer/Applicant meets the Program's performance criteria and does not, if applicable, receive greater funds than the Customer/Applicant actually expended for the Project. Without intending to limit the obligations of the parties as otherwise provided for by this Agreement, it is specifically emphasized that both Customer and the Applicant are responsible for adherence to the requirements of this section.

QUALIFYING PROJECTS: Projects eligible for Program incentives under this Agreement include ESS solutions identified as eligible and approved by the Company. To qualify, Projects must achieve contracted Demand Reductions in order to reduce the identified networks' demand at critical times in relation to the networks' coincident peak demand. Projects must meet the requirements defined in this Agreement before providing dispatch or discharge services to host-sites, applicable markets or any other obligation or arrangement. Each Project's Demand Reduction must be operational by the Operational Date referred to above, or as agreed upon and specified, including as part of Addendum 2. The identified networks' coincident peak demand typically, although not always, occurs on hot summer days and typically, although not always, near or during the hours identified in the Non-Wires Solution Details box on page 1 of this Agreement. The Program will run through September 30th of the final Performance Year identified in the Non-Wires Solution Details box on page 1. The Project must remain operationally available until the final Performance Year or as specified in Addendum 2. Planned maintenance or down times are required to be scheduled for times that occur outside the Summer Performance Period for the duration of this Agreement.

INCENTIVE AMOUNTS: The basis for determining the

amount of incentives for which qualifying Projects are eligible may involve an engagement by the Company and Applicant, with due consideration being given to the established Demand Reduction goals of a Project; provided, however, that the Company's determination of any applicable incentive amount shall be final. The Company's Performance Verification Plan shall at all times hereunder be the basis for calculating performance and any Load Reduction Guaranty Breach. (The Performance Verification Plan is acknowledged by the Applicant to have been provided to the Applicant by the Company as of the date hereof.)

NON-WIRES SOLUTION (NWS) EVENT: When Operational Date requirements are met and a Project is operational, during a Summer Performance Period Con Edison may notify the Applicant of an NWS Event at least twenty-one (21) hours prior to the requirement by Con Edison that the Project must dispatch available energy capacity and provide the committed to Demand Reduction. The notification, to be determined by Con Edison at the Company's sole discretion, may include verbal or electronic notification. Con Edison will define, during the NWS Event notification, the discharge start time, power output, and duration of discharge based on a Project's Dispatchable Energy Capacity available. The time of discharge may include any time between the hours noted in the Network Overload Period identified on page 1 of the application portion of this Agreement. An NWS Event may include a test event. Con Edison is not required to tell the Applicant if the NWS Event is a test event or required for system reliability. Whether or not the Applicant is provided with prior notification of twenty-one (21) hours of an NWS Event during a Summer Performance Period, on non-NWS Event days, the Applicant agrees to make reasonable efforts to operate the ESS solution to maximize its use in the general marketplace and with due consideration being given also to maximize revenue streams from other marketplace opportunities. Following prior notification of twenty-one (21) hours of an NWS Event, Con Edison may cancel the request to respond through established communication channels and no longer require the Applicant to perform; and, for clarity and the avoidance of doubt, in such an event, the Applicant will not be held responsible for any Load Reduction Guaranty Breach should the Applicant choose to perform in spite of the cancellation.

CHARGING AND NET LOADING: A Project will charge outside of the Network Overload Period identified on page 1. The Company may also indicate other hourly charging requirements for the Project under this Agreement, which are subject to change based on system conditions. If there is a conflict between the requirement of charging outside of the Network Overload Period (as provided for below, on Restricted Charging Days and NWS Event Days the Applicant agrees not to charge the Project during the Network Overload Period) and a charging window approved by the Company (which conflict will be presumed to have a negative impact on the pledged Demand Reduction on any given NWS Event Day), then the Applicant must notify the Company immediately and in no event with not less than twenty-one (21) hours' prior to such NWS Event Day or

Restricted Charging Day. If there is a conflict as provided for immediately above, then the Company may make adjustments to hourly charging restrictions on a case by case basis to determine the best outcome for the Company consistent with the requirements hereunder, and, as appropriate, among other things, the outcome determined by the Company may result in the Company granting an exemption from certain Performance Payment deductions that would normally be assessed against the Applicant for charging on the NWS Event Day in question. On a day when an NWS Event is called, a Project must not operate in a way to increase load on the network during the period of overload to the network. For each day that a Project increases net loading during a period of overload on an NWS Event Day, the Applicant will be assessed a performance deduction which will be calculated in consideration of the net loss of benefit to the network, and as more particularly provided for by the Company's Performance Verification Plan. Performance deductions will be offset against any future incentive payments due to be paid by Con Edison (e.g., annual Performance Payments).

During a given Summer Performance Period, the first occurrence of the Applicant charging the Project during the Network Overload Period on an NWS Event Day will be counted against the Project's performance for that NWS Event Day in accordance with the Company's Performance Verification Plan. For any occurrence thereafter of charging during the Network Overload Period on an NWS Event Day during the same Summer Performance Period, charging the Project will be similarly counted against performance, and, additionally, Con Edison reserves the right to reduce performance of the Project for that day to zero. Further, performance deductions will be assessed against any underperformance during the NWS Event Day call window.

RESTRICTED CHARGING: The Company may identify days during the Summer Performance Period in which the Project's charging may impact the Company's network. In such instances, the Company may provide notification to the Applicant at least twenty-one (21) hours' prior stating that the Project is restricted from charging during the Network Overload Period (referred to as "Restricted Charging Days"). On Restricted Charging Days, the Applicant agrees not to charge the Project during the Network Overload Period. Should the Applicant charge the Project during the Network Overload Period and when provided at least twenty-one (21) hours of advance notification by the Company not to do so, this will be counted against the Project's performance as indicated in the Company's Performance Verification Plan. Deductions against performance for charging during the Network Overload Period on a Restricted Charging Day will be assessed against the Performance Payment for that Summer Performance Period.

INCENTIVE PAYMENT SCHEDULE: Incentive payments from Con Edison to the Applicant when due will be made based on the following schedule:

(i) 50% of the approved incentive shall be paid as an up-

front installation payment ("Installation Payment") at such time as the Project is verified as installed and meets all requirements in the OPERATIONAL DATE REQUIREMENTS and PERFORMANCE TESTING sections; and

(ii) 5% per year over each year of the (normally ten (10)) Summer Performance Periods of this Agreement shall be paid as an annual Performance Payment ("Performance Payment") following each Summer Performance Period and based on the performance of the Project during such Summer Performance Period.

The Project can receive the Installation Payment at any date prior to the Operational Date if the Project has met the Operational Date requirements and satisfied Performance Testing requirements.

If the Project is not deemed operational by the Operational Date and has not met Performance Testing requirements, then the Project will not be able to participate in the upcoming Summer Performance Period (and so not eligible to receive a Performance Payment); provided, however, that if the Project then becomes operational prior to the end of the Summer Performance Period, then, if requested by the Applicant, and with the prior written consent of the Company, the Project may be eligible for participation (and associated compensation) in the Company's CSR program on a voluntary basis (CSR voluntary, and as provided for by the PERFORMANCE TESTING section below), and, in such event, the Project must adhere to all requirements for that program as stipulated in the Commercial Demand Response (Rider T) Program Guidelines, which is acknowledged to have been received by the Applicant as of the date hereof. Thereafter, the Project will then be eligible to receive the Installation Payment at the end of the Summer Performance Period for CSR voluntary provided that the Project performs at least 90% of its Demand Reduction in each eligible CSR voluntary event. If the Project is unable to participate in CSR voluntary or does not meet the 90% performance threshold, then the Project will be eligible for the Installation Payment during the following Summer Performance Period, provided that this Summer Performance Period is prior to the Final Summer Enrollment Period and satisfies the Operational Date and Performance Testing requirements. If the Project is not able to meet Operational Date and Performance Testing Requirements by the Final Summer Enrollment Period, then Con Edison will no longer provide Incentive Payments for that Project and the Project and the Applicant will be released from all obligations to Con Edison.

CALCULATIONS OF PERFORMANCE PAYMENTS: At the conclusion of each Summer Performance Period of the term of this Agreement (normally ten (10)), Con Edison shall calculate the Performance Payment to be paid by Con Edison to the Applicant. At such time, the dollar value equivalent to 5% of the approved incentive amount will be the maximum Performance Payment for the Summer Performance Period.

The Performance Payment will be adjusted based on the

Project's performance with respect to each NWS Event relative to the Applicant's response to Con Edison's request, and incorporate any performance deductions identified in the CHARGING AND NET LOADING, RESTRICTED CHARGING, and UNDERPERFORMANCE; BREACH OF LOAD REDUCTION GUARANTY sections.

Accordingly, if the Project is unable to provide a minimum of 90% of the prescribed power output during the call window in response to an NWS Event, then Con Edison will adjust the Performance Payment relative to performance as stipulated in the Performance Verification Plan.

Any offsets against any Performance Payment (as described in CHARGING AND NET LOADING and RESTRICTED CHARGING) will be calculated after each Summer Performance Period. In the event of a negative performance factor, the offset will be applied against future incentive payments.

If, following a Performance Payment, a monetary amount is owed to the Company as a result of offsets against Performance Payment, then the Company will apply the same monetary amount as a credit towards the Applicant's next Performance Payment or pay any monetary amount owed prior to the next Summer Performance Period. Otherwise, Performance Payments shall be paid to the Applicant by the end of the calendar year accrued, following each Summer Performance Period.

MARKET REVENUE: When possible, Customer shall enter into agreements with customer host-sites to provide demand charge savings and/or provide distribution services to applicable markets to maximize current and future revenue streams, provided that the Program's performance criteria are met. At Con Edison's request, all supporting information and data necessary to confirm participation of the Project in all available markets and revenue streams shall be provided. Documentation may include written authorization allowing NYISO to share data directly with Con Edison. At the Company's request and no more than once annually, a written plan for market participation and opportunities to maximize mutually beneficial revenue streams available to the Project will be provided to Con Edison.

LOAD REDUCTION GUARANTY: The Applicant guarantees that the load reduction measures provided for in this Agreement, when installed, will: (1) achieve at least the number of kW of required Demand Reduction contracted for and at a time and in a manner notified by the Company with the calling of an NWS Event, (2) be located at the physical address specified in the Project plan or, if not so specified, at the physical address identified in this Agreement as Customer's facility, (3) achieve the required Demand Reductions during the agreed upon operating hours near and around the network coincident peak hours (e.g., between noon and midnight), and (4) be operationally available through the date specified in Addendum 2 and any applicable program rules, or, if not specified, September 30th of the final Performance Year identified as

part of the Non-Wires Solution Details box (the foregoing clauses (1) through (4) being collectively referred to herein as the "Load Reduction Guaranty". The Applicant's participation in the Program and receipt of incentive payments is conditioned upon the truth and accuracy of its Load Reduction Guaranty and the performance of its obligations hereunder.

REPORTING: The Applicant will submit regular and consistent progress reports to Con Edison prior to the Project's Operational Date, defined as a minimum of once a quarter. Project progress reports, when provided, shall: (1) detail activities in progress, (2) specify project costs, delivery timeline, and milestones and progress towards goals, and (3) provide other information at such times and in such format as mutually agreed upon, in writing, by Con Edison and the Applicant (or its contractor) with respect to a Project, including, without limitation, prior to the Project's commencement and for the duration of the term of this Agreement.

MEASUREMENT AND VERIFICATION: M&V protocols for each Project shall be as provided for by the requirements of the Company (for clarity, including on behalf of the Company by the Company's third-party M&V contractor), including consistent with the Performance Verification Plan, the Company's data requirements, and any project-specific M&V plans developed by, on behalf of, or at the request of the Company, and as may be updated from time to time and noticed by the Company. The parties understand and agree that the Company reserves the right to request additional Project data above and beyond the Performance Verification Plan in the course of performing M&V, and that M&V may be completed by the Company or an independent third party that has no current or prior relationship with the Applicant (or, if different, Customer). At times, a plan for M&V may be included with the Agreement package for review and approval by Con Edison.

PERFORMANCE TESTING: The performance of the Project will be subject to performance testing by Con Edison ("Performance Testing") in order to ensure satisfactory performance of the ESS solution (Project) proposed hereunder prior to any incentive payment.

Performance Testing will occur as two test events at the beginning of the first Summer Performance Period and is intended to provide Con Edison with assurances that the Project is able to perform when called upon. The Applicant will perform the first of the two test events of Performance Testing to demonstrate to Con Edison that the Project is capable of delivering Demand Reduction, including, at all times, Dispatchable Energy Capacity.

If the Performance Testing in the first test event shows the Project is unable to deliver at least 90% of the Demand Reduction, then the Applicant will receive notice that testing demonstrated a different performance factor relative to the contracted Demand Reduction Project must participate in the second test event. If Performance Testing in the second

test event shows that the Project is unable to deliver 90% of the Demand Reduction, then the Project must instead participate in CSR voluntary for that Summer Performance Period and must achieve at least 90% performance per the requirements of that program (see INCENTIVE PAYMENT SCHEDULE section above).

INCENTIVE PAYMENTS ARE DEPENDENT UPON MEASUREMENT AND VERIFICATION: The incentive amount is based upon a Project's actual demand savings as documented by each Project's agreed upon M&V activities. Accordingly, the amount of the incentive payment may be lower than the total incentive amount provided for by this Agreement (which is based upon Project estimates). In order to measure performance of the Project before any incentive payment is determined, performance data from the Project will be reviewed and verified as provided for by the requirements of the Company, including as provided for by the Performance Verification Plan and any additional M&V plans developed by or on behalf of the Company. Payment amounts will be adjusted based upon the actual Demand Reductions verified by the Company, less any performance deductions otherwise provided for hereunder, including as provided for by the Performance Verification Plan. The Company reserves the right to make at least one pre- and post-installation visit to Customer's facility, upon reasonable advance notice and at mutually agreeable times. Incentive checks will be issued after verification of performance and receipt of all proper invoices related thereto.

PAYMENT: The Program is a "pay for performance" program. Con Edison will pay, at the agreed upon payment terms, only for Demand Reductions and discharges of Dispatchable Energy Capacity verified as being in accordance with the requirements of the Company, and consistent with the Demand Reduction contracted for between the parties.

UNDERPERFORMANCE; BREACH OF LOAD REDUCTION GUARANTY: The Applicant acknowledges that Con Edison's agreement to pay the Applicant (or Customer, if different) the incentive amounts is contingent upon the Applicant's ability to meet the Applicant's Load Reduction Guaranty, its other representations and warranties herein, and the performance by the Applicant (and Customer, if different) of its obligations hereunder. Accordingly, if Applicant/Customer shall fail to achieve at least ninety percent (90%) of the kW of required Demand Reduction contracted for during an NWS event (in each case, a "Load Reduction Guaranty Breach"), then Con Edison may (without limiting Con Edison's other rights and remedies under this Agreement), adjust the incentive payment otherwise due to the Applicant in accordance with the criteria set forth as part of the Company's Performance Verification Plan. In general, and without limitation, deductions to incentive funds as a result of a Load Reduction Guaranty Breach following that Summer Performance Period will be offset against incentive amounts that would otherwise be due and payable. Also, a Load Reduction Guaranty Breach shall be deemed to be

applicable for each day (or portion thereof) that a NWS Event is called between the Operational Date and the operational availability end date specified for a Project (or September 30th of the final Reduction Load Year identified as part of the Non-Wires Solution Details box, if no operational availability end date is specified). The parties acknowledge and agree that the amount of damages that Con Edison would suffer as a result of the occurrence and continuation of a Load Reduction Guaranty Breach would be substantial and difficult to calculate with certainty and that the incentive reduction resulting from the criteria provided for by the Performance Verification Plan reasonably accounts for damages that Con Edison would actually suffer. In addition, in the event of Applicant's breach, Con Edison shall be entitled to terminate this Agreement in whole or in part, effective upon notice, and shall be relieved of any responsibility to pay further incentive amounts (Applicant hereby releasing and forever discharging the Company from any and all losses, liabilities, claims, costs and expenses resulting from Applicant's failure to receive such incentive payments in accordance with the foregoing). Any changes or exceptions to these underperformance provisions are as set forth in Addendum 2. No changes or exceptions from these provisions shall be valid unless documented in an Addendum 2, fully executed by both parties.

EVENTS OF DEFAULT: The Applicant may be considered in default of this Agreement by Con Edison at Con Edison's sole discretion if the Applicant is unable to meet the Operational Date requirement for the Project provided for by this Agreement, or if the Applicant otherwise fails to meet Project requirements in accordance with the terms and conditions of this Agreement. As more particularly provided for hereunder, failures can include charging an ESS when indicated by the Company not to do so, or not performing in response to an NWS Event; provided, however, that at all times Con Edison may choose to discuss with the Applicant default circumstances relative to the risks to Con Edison's operational and reliability needs.

FORCE MAJEURE: The Applicant shall be excused in any delay in completion of the Program Agreement arising from a cause beyond its control which it could not with the exercise of due diligence have either foreseen or avoided, including acts of a governmental authority, act of God, extraordinary weather conditions, flood, accident such as fire or explosion not due to the negligence of the Applicant, strike which is not the result of an unfair labor practice or other unlawful activity by the Applicant, riot, and failure of public transportation facilities. Delay in the Applicant's receipt of subcontracted supplies or services for reasons beyond the control of the Applicant shall not be excusable delay hereunder to the extent that the supplies or services are available to the Applicant from another source. The unavailability of sufficient, qualified labor to perform under the Program Agreement shall not be excusable delay hereunder unless the unavailability is caused by a strike which is not the result of an unfair labor practice or other unlawful activity by the Applicant. The Applicant shall give written notice and full particulars of the cause of any delay within 48 hours after its occurrence and thereafter shall

update the Company on a bi-weekly basis. The time for performance in any such instance shall be extended by a period equal to the time lost by reason of the excusable delay. Such extension shall be the Applicant's sole and exclusive remedy for such delay and the Company shall not be liable for any damages or additional costs incurred as a result of such delay.

Among other things, Con Edison understands that the Applicant may have to work with various authorities having jurisdiction (AHJs), including, without limitation, the Fire Department of the City of New York (FDNY) on various fronts, including, but not limited to, technology selection and project siting. If an AHJ introduces any new requirements not previously required for approval of battery storage projects, including any planned regulations that are made known publicly after the time of contract execution, then such new requirements may be considered by Con Edison to be a mitigating circumstance to the Applicant's deadline and obligations. Additionally, in the reasonable exercise of its discretion, Con Edison may determine that in a given instance that the totality of the facts and circumstances should be considered a mitigating circumstance to the Applicant's deadline and damages obligations. If there is determined to be a mitigating circumstance referred to by this Agreement or Addendum 2, then Con Edison and the Applicant will evaluate the impact of installation timing and mutually determine a new required installation date, or Con Edison may determine in the reasonable exercise of its discretion to terminate the contract.

Notwithstanding anything to the contrary set forth by the Program Agreement, the Applicant shall not be excused in any delays on account of force majeure causes associated with matters known or reasonably anticipated as of the date hereof, including, without limitation, related to delays on account of (i) the absence of lithium-ion batteries in addition to any actions taken by the FDNY to approve usage of lithium-ion systems in New York City and the resulting inability to secure products and materials necessary for the Applicant to fulfill its obligations hereunder (ii) the ESS permitting process, (iii) the COVID-19 pandemic consequences known to the Applicant as of the date hereof; and the Applicant confirms that the Applicant will perform in accordance with the schedule and timelines, and meet the deadlines, set forth by the Program Agreement, unless otherwise agreed to in writing by Con Edison.

For clarity and the avoidance of doubt, the parties understand and agree that the force majeure provisions of this section if satisfied shall apply to the deadlines referred to by the UNDERPERFORMANCE; BREACH OF LOAD REDUCTION GUARANTY section of this Agreement.

TAX LIABILITY AND CREDITS: The Company is not responsible for any taxes that may be imposed on Customer (or the Applicant, if different) as a result of projects installed or incentives received under the Program. The Applicant may wish to consult a tax advisor regarding any tax consequences of this offer. The Applicant (and Customer, if different) must provide to Con Edison its valid

Federal Tax Identification Number and a W-9 form. The party receiving the incentive payment will be issued an appropriate Federal Tax Form concerning the incentive payment.

REMOVAL OF EQUIPMENT: As a condition of participation in the Program, the Applicant agrees that any and all project-related removal and disposal of equipment or materials will be conducted at its sole cost and expense and in accordance with all applicable laws, rules, and regulations.

DISPUTES: The Company will have sole reasonable discretion to determine the final resolution of any and all issues pertaining to the Program, including, but not limited to, project eligibility, energy savings and peak Demand Reduction achieved, and incentive amounts payable.

PROGRAM CHANGES: The Company reserves the right to modify or terminate this Program at any time, with or without notice, and without any liability to the Applicant or Customer except as expressly stated herein. The Company will honor all written commitments made prior to the date of any such modification or termination, provided that a Project is fully completed by the time required hereby or thereby and all other requirements specified herein or therein are satisfied.

PROGRAM EXPIRATION: Unless otherwise provided for hereunder, this Agreement will end at the conclusion of ten (10) Summer Performance Periods, when funds are depleted, or when the Program is terminated, whichever occurs first. For clarity and the avoidance of doubt, at such time as this Agreement is no longer in effect, the Applicant has the right to maintain Project interconnection and allow continued Project use to provide other services to customers or to the distribution system.

NOTICE OF RELEASE: If Con Edison determines in Con Edison's sole discretion that Con Edison no longer needs the Applicant's ESS solution for load relief during any given Summer Performance Period prior to the conclusion of the agreed to Summer Performance Periods hereunder, then Con Edison will provide written notice to the Applicant by April 1st prior to such Summer Performance Period. In such events, at the Applicant's sole discretion, the Applicant may maximize the Applicant's market revenue streams related to use of the ESS solution throughout the Summer Performance Period(s) that relate to the notice by Con Edison, and Con Edison will not be avoided the obligation to continue making Performance Payments under this Agreement for any period where Con Edison provides to the Applicant such a notice relating to not needing the ESS solution for any given Summer Performance Period.

CONTRACT EXTENSION: Unless otherwise terminated, this Agreement may be renewed for successive one-year periods at the mutual agreement of the parties. Either party (Applicant/ Customer, on the one hand, and Con Edison, on the other hand) may provide to the other party a written notice of extension at least ninety (90) days prior to the scheduled termination, and the other party may accept or decline such written notice of extension.

DISCLAIMER: The Applicant and Customer each acknowledge and agree that their submission of this Agreement and, if applicable, participation in the Program, are completely voluntary. The Applicant and Customer further acknowledge and agree that neither the Company nor its affiliated entities nor their respective trustees, directors, officers, shareholders, employees, contractors, agents or representatives shall be liable to Customer or the Applicant or to any other person or entity for any claim, charge, complaint, cause of action, damage, loss, agreement or liability of any kind or nature whatsoever, whether known or unknown and whether at law or in equity, arising out of, related to or in connection with (a) any Project undertaken or attempted to be undertaken by Customer, including, without limitation, the removal of, installation of, or use of any equipment, load reduction or demand response measures in connection with the Program, (b) the review, rejection or approval of this Agreement, any worksheets, attachments or addendums by the Company or its contractors or representatives, or (c) the determination of the total incentive amounts due to Customer or the Applicant.

CONFIDENTIALITY; PUBLICITY:

(a) The parties hereto (the party disclosing Confidential Information (as defined below), the “Disclosing Party”, and the party receiving Confidential Information, the “Receiving Party”) agree that neither party shall disclose to any person or entity this Agreement or the terms or conditions hereof, any information concerning other’s pricing, or any other non-public information (“Confidential Information”); provided, however, that Confidential Information shall not be deemed to include any such information (i) independently developed by a Receiving Party without breach of this Agreement or any legal, ethical or fiduciary obligation (ii) which was already in possession prior to disclosure to Receiving Party by the Disclosing Party, (iii) becomes generally available to the public other than as a result of disclosure of such information by the Receiving Party in breach of this section or (iv) becomes available to the Receiving Party on a non-confidential basis from a source not known by the Receiving Party to be prohibited from disclosing such information by legal, contractual or fiduciary obligation. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to (i) members, managers, directors, officers, employees of the Receiving Party and its affiliates whose duties and responsibilities require knowledge of such information; (ii) to accountants and counsel for the Receiving Party and its affiliates whose duties and responsibilities require knowledge of such information; (iii) to other agents of the Receiving Party, financing partners or its or their affiliates whose duties and responsibilities require knowledge of such information; (iv) as required by law, regulation or legal process or by any governmental or regulatory authority; (v) in order to comply with the lawful request or demands of any regulatory authority with authority over the Receiving Party receiving such request or demand; or (vi) in connection with any action by either the Disclosing Party or

the Receiving Party to enforce rights and obligations under this Agreement. The Receiving Party assumes responsibility for compliance with, and any breach of, this section by any person or entity with whom the Receiving Party shares Confidential Information pursuant to clauses (i) – (iii) above. Without limiting the foregoing, with respect to Confidential Information that constitutes “personally identifiable information” (howsoever defined under applicable law) with respect to any customer received by the Receiving Party from the Disclosing Party, the Receiving Party shall take all steps reasonably necessary to protect against unauthorized access, use, modification, disclosure or other misuse of such information.

(b) In the event the Receiving Party is requested or required by any government agency, or in a legal proceeding or any similar process to disclose any Confidential Information, it will, if permitted by applicable law, notify the Disclosing Party promptly of the request or requirement so that the Disclosing Party may seek an appropriate protective order or waive compliance with this section. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, the Receiving Party may disclose the Confidential Information to the tribunal; provided, that it shall use all reasonable efforts to obtain, at the reasonable request of the Disclosing Party, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as the Disclosing Party shall reasonably designate.

(c) The Receiving Party agrees that, upon the request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party (or, at Receiving Party’s option, destroy) all Confidential Information in its possession. In the event of such a request or decision, any other material(s) containing or reflecting the Confidential Information (whether prepared by the Receiving Party, its representatives, or otherwise) shall be destroyed (with such destruction certified in writing by the Receiving Party at the request of the Disclosing Party). Notwithstanding anything contained herein to the contrary, the Receiving Party may retain a copy of the Confidential Information to the extent required by law or bona fide document retention policy, and the Receiving Party shall not be required to destroy any computer records or files containing Confidential Information which have been created pursuant to automatic archiving and back-up procedures where destruction would place a commercially unreasonable burden on the Receiving Party; provided, however, that any such copy retained shall (i) be held in compliance with the terms of this Agreement and (ii) not accessed, used or disclosed by the Disclosing Party other than to the extent required by such law or document retention policy.

(d) The terms and conditions of this section shall survive for a period of three (3) years following the expiration or termination of this Agreement.

(e) The direct, reasonable and actual costs and expenses incurred by a party in connection with the enforcement of this section, including, without limitation, reasonable attorneys' and paralegals' fees and disbursements and court costs incurred in such dispute, shall be reimbursed to the prevailing party by the other party.

(f) The parties shall mutually agree in writing upon the content of any proposed press releases related to this Agreement.

NO REPRESENTATIONS OR WARRANTIES: NEITHER THE COMPANY NOR ITS CONTRACTORS, REPRESENTATIVES OR AGENTS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE PROGRAM, ANY PROJECT, THE ADEQUACY OF ANY PROJECT DESIGN OR PLAN OR ENERGY EFFICIENCY OR DEMAND MANAGEMENT MEASURE OR ANY EQUIPMENT, CONSTRUCTION OR INSTALLATION OF EQUIPMENT OR THE AMOUNT OF INCENTIVES TO BE PAID WITH RESPECT TO A PROJECT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. THIS PROVISION SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT AND THE PROGRAM AND ANY PARTICIPATION THEREIN BY THE APPLICANT (AND CUSTOMER, IF DIFFERENT).

LIABILITY LIMITATION: IN NO EVENT IS EITHER PARTY (INCLUDING BY OR THROUGH ANY OF ITS CONTRACTORS, REPRESENTATIVES OR AGENTS) RESPONSIBLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE.

RELEASE; INDEMNIFICATION: To the fullest extent permitted by law, Customer and the Applicant each, on behalf of themselves and any other person or entity claiming by and through either of them, hereby irrevocably and unconditionally releases and forever discharges, and agrees to defend, indemnify, and hold harmless the Company, its affiliated entities, and their respective contractors, past, present and future officers, directors, trustees, shareholders, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against, any and all claims, charges, complaints, causes of action, damages, losses, costs, interest, and liabilities of any kind or nature whatsoever, including reasonable attorney's fees, court costs, costs of experts and costs of investigation, whether known or unknown and whether at law or in equity arising from, related to or in any way connected with the (a) the Applicant's or Customer's participation in the Program,

including, without limitation, the removal of any equipment or the design, installation or performance of any energy efficiency or demand management measure or equipment, or (b) Customer's or the Applicant's Agreement to participate in the Program (whether accepted or rejected). Accordingly, the Company recommends that the Applicant (and Customers, if different) consider engaging qualified engineers or other qualified consultants to evaluate the risks and benefits of participation in the Program and the implementation, operation or use of any project or measure on energy consumption, cost savings, or the operation of Customers' facilities. The Applicant (and Customer, if different) understands that this Agreement may not be approved if the Company determines that the proposed project does not meet the requirements of the Program. The Applicant (and Customer, if different) understands that final payment of any incentive amounts is contingent on satisfaction of all terms and conditions of the Program.

GOVERNING LAW - JURISDICTION AND VENUE: The validity construction and performance of these terms and conditions shall be governed by and construed and enforced in accordance with the law of the State of New York, without regard to its conflicts of law provisions. Customer and the Applicant irrevocably submit and agree to the jurisdiction of the state and federal courts of the State of New York situated in New York County in any action, suit or proceeding related to, or arising out of this Agreement and, to the extent permitted by applicable law, Customer and the Applicant each waives and agrees not to assert as a defense in any such action, suit or proceeding any claim (a) that Customer or the Applicant are not personally subject to the jurisdiction of such courts of the State of New York, (b) that the venue of the action, suit or proceeding is improper, (c) that the action, suit or proceeding is brought in an inconvenient forum; or (d) that the subject matter of these terms and conditions may not be enforced in or by such courts of the State of New York. Without prejudice to any other mode of service or process, the Applicant and Customer each consents to service of process relating to any such proceedings by personal or prepaid mailing in registered or certified form of a copy of the process to Customer and/or the Applicant at its address set forth in this Agreement.

SEPARATE COUNSEL: THIS AGREEMENT IS A LEGAL DOCUMENT. Before submitting this Agreement and participating in the Program, the Applicant (and Customer, if different) is encouraged to retain legal counsel to review the terms and conditions of this Agreement and to advise it regarding its rights and obligations hereunder and under the Program.

SEVERABILITY: If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions are in no way affected or impaired. The remaining provisions remain in full force and effect and the invalid, illegal or unenforceable provision will be deemed stricken from the agreement. If necessary to effectuate the intent of the agreement, the parties will cooperate to reach a mutually acceptable provision which is valid, legal, and enforceable to replace the

stricken provision.

NOTICES: For coordination purposes, any notice or other communication, including a change of address or of the person to be notified (but not including invoices or routine correspondence relating to performance of the Services) given under this Agreement to any party must be in writing and must be sent by hand or overnight mail service, or registered or certified United States mail, return receipt requested, to the attention of the parties at the respective addresses set forth below:

to the Company:

Consolidated Edison Company of New York, Inc.
4 Irving Place, 10th Floor NW New York, NY 10003
Attn: Director, Energy Efficiency and Demand Management

with a copy to:

Consolidated Edison Company of New York, Inc.
4 Irving Place, Room 1800 New York, NY 10003
Attn: General Counsel

to the Applicant/Customer:

Attn:

with a copy to:

Attn:

HEADINGS: The descriptive headings used in this Agreement are for purposes of convenience only and do not constitute a part of this Agreement.

MODIFICATION; AMENDMENT OR SUPPLEMENT: This Agreement, together with all documents and other materials delivered pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, written or oral, with respect to such subject matter. Each of the parties hereto expressly declares that it knows and understands the contents of this Agreement and has not relied on any statement not set out in this Agreement. Any modification, amendment or supplement to this Agreement shall not be valid or enforceable against either party unless it is in writing and signed on behalf of both parties by their respective duly authorized representatives.

NON-ASSIGNMENT: Neither this Agreement, nor any part or the whole of any project arising hereunder, and to include no part or the whole of any work associated with any project, may be assigned, delegated, subcontracted, or otherwise transferred by the Applicant and/or Customer

without the prior written approval of the Company in each case.

INDEPENDENT CONTRACTORS: The parties acknowledge that as between the Company, on the one hand, and the Applicant and Customer, on the other hand, that the parties are independent contractors hereunder, and that nothing in this Agreement shall be construed so as to create any partnership, joint venture, or employee-employer relationship among or between any and all of the Company and the Applicant and Customer, including, without limitation, any revenue sharing arrangement hereunder. Neither party shall represent itself as having the authority or power to bind, or act on behalf of, the other party. Each party will be solely responsible for payment of all compensation owed to its employees and employment-related taxes, as well as maintenance of appropriate worker's compensation for its employees and general liability insurance.

COUNTERPARTS: This Agreement may be executed in two (2) or more counterparts, each of which, taken together, shall be deemed to be an original, but all of which shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page is an original thereof.

Agreement Requirements (Please Check Both)

Yes, I have provided a detailed Scope of Work document (SOW).

Yes, I have signed the Program Agreement.

To ensure that your agreement package is processed in a timely manner, please make sure that you submit all of the documentation below:

1. Completed Program Agreement
2. Signed Addendum 2 – If no changes check box on top of Addendum 2.
3. Signed Performance & Verification Acceptance Letter

Agreement and Signature (Required for all Agreements)

I certify that all statements made in this Agreement and required documents provided are true and correct to the best of my knowledge. I agree to the terms and conditions of the Program set forth in this Agreement. **A signature is required from Customer (Account Holder) or the Applicant, if different. (The Applicant may be a Customer or a third-party authorized to apply for the Program on behalf of the Customer or Customers identified on Page 1 of, or in Addendum 1 to, this Agreement.)**

Account Holder Name <i>(please print)</i>	Account Holder Signature	Date
Applicant Name <i>(please print)</i>	Applicant Signature	Date
Con Edison Authorized Representative	Signature	Date

Addendum 2: Proposed Modifications to the Non-Wires Solutions Energy Storage Program Agreement Standard Terms, Additional Project Plan Details, Additional Scope of Work Details, and Additional Specifications:

(Please reference the section of the Program Agreement, Project Plan, Scope of Work or other document appended to the Program Agreement when providing information in this Addendum. If there are no changes to the Program Agreement and no additional details or specifications included in this Addendum, check the box below and sign the Addendum where indicated.)

No changes have been made to the Non-Wires Solutions Energy Storage Program Agreement and no Addendums or other documents have been appended to it.

1) The Company is providing an incentive rate of \$[INCENTIVE AMOUNT/DEMAND REDUCTION] per kW for the Applicant to acquire and make operationally available [DEMAND REDUCTION] kW (measured at End of Life) of Demand Reduction by [OPERATIONAL DATE]. The total incentive amount is not to exceed \$[INCENTIVE AMOUNT], including a bonus incentive of \$[BONUS INCENTIVE] provided the Project is operational by May 2025 or earlier.

2) The Final Summer Enrollment Period for the Project is May 2026. The Project must meet Operational Date requirements prior to the Final Summer Enrollment Period or the Company will terminate the Agreement and the Project will not be eligible for any incentives.

Account Holder Name (please print)	Account Holder Signature	Date
Applicant Name (please print)	Applicant Signature	Date
Accepted by Con Edison Representative (please print Name and Title)	Con Edison Signature	Date