

SDCP'S SOLAR BATTERY SAVINGS PROGRAM BATTERY SERVICES AGREEMENT

This agreement is entered into on the Executed Date by and between the Battery Manufacturer and San Diego Community Power ("SDCP"), referred to collectively as "Parties". This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference.

1. Scope of Services and Term

- a. General Scope of Services. Battery Manufacturer promises and agrees to furnish to SDCP all tools, software, services, and/or customary work necessary to fully and adequately supply SDCP with the grid services performance data for calculating the performance incentive. The Services are more particularly described in Section 2.a. and in the Program Manual, incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto, and all applicable local, state, and federal laws, rules, and regulations.
- b. Term. The term of this Agreement shall be ten (10) years following the Executed Date. SDCP reserves the right to amend the Agreement and/or Program Manual, unless earlier terminated as provided herein, and Battery Manufacturers must comply with changes. Battery Manufacturer shall complete the Services within the term of this Agreement and shall meet other established schedules and deadlines.

2. Responsibilities of Battery Manufacturer

- a. Grid Services. Battery Manufacturer will provide SDCP with access to enrolled customers' battery performance data on a quarterly basis via a .csv template OR provide access for SDCP staff to a cloud-based controls platform so SDCP staff can collect the battery data and calculate the performance incentive for the lesser of (1) the customer's participation in the program or (2) 10-years. If the Battery Manufacturer opts to provide SDCP with access to the cloud-based control platform, the Battery Manufacturer will make reasonable efforts to ensure it is available and if there is downtime planned, notify SDCP appropriately. In the case where the platform fails to allow SDCP access to the battery performance data, the Battery Manufacturer must provide SDCP with the battery performance data via a .csv file or record zero performance for the month and work with the customer to ensure their satisfaction with the program.
- b. Schedule of Services. Battery Manufacturer shall perform the Services in accordance with the schedule provided. If the Battery Manufacturer selects to share the data via a .csv file, the Battery Manufacturer must submit the completed template within 10 business days after the last day of the quarter (Calendar Year) for a duration of ten-years or be able to integrate into a DERMS platform within the ten-year timeframe to automate the events and data sharing. SDCP will allow flexibility if battery manufacturer is unable to integrate. SDCP will use the data to support the participant in obtaining the performance-based incentives.
- c. Conformance to Requirements. The battery settings must be able to override the operational settings selected by the customer or contractor to dispatch a specific enrolled capacity during a preset schedule provided by SDCP. The preset

schedule will be provided for 2024 calendar year once the manufacturer is approved for the program. Future years will allow for a preset schedule or integration into a distributed energy resource management platform.

- d. Warranties. Battery Manufacturer warrants that it possesses the necessary training, experience, expertise, and skill to competently, expertly, and professionally provide the Services for this Program. Battery Manufacturer warrants to SDCP that the setup for delivering data to SDCP will conform to the specifications set forth in Exhibit A attached hereto and incorporated by reference.
- e. Coordination of Services. Battery Manufacturer agrees to work closely with SDCP staff in the performance of Services and shall be available to SDCP's staff at all reasonable times.
- f. Laws and Regulations. Battery Manufacturer shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Battery Manufacturer shall be liable for all violations of such laws and regulations in connection with Services. If the Battery Manufacturer performs any work knowing it is to be contrary to such laws, rules, and regulations and without giving written notice to SDCP, Battery Manufacturer shall be solely responsible for all costs arising therefrom. Battery Manufacturer shall defend, indemnify, and hold SDCP, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

3. Fees and Payments

- a. Compensation. Battery Manufacturer agrees to perform these services without any direct compensation from SDCP. All Services rendered are Battery Manufacturer's decision to potentially increase market adoption in SDCP's service territory through the upfront and performance incentives that the customers and contractors will receive.

4. General Provisions

- a. Ownership of Materials and Confidentiality.
 - i. Access Restrictions. SDCP will not (a) use the customer battery performance data for the benefit of, anyone other than SDCP; (b) use the customer battery performance data for timesharing or service bureau purposes or otherwise for the benefit of a third-party other than the Participants; (c) use the customer battery performance data in violation of applicable law or the rights of others; (d) take any action or make any omission in violation of Battery Manufacturer that will harm in any way Battery Manufacturer's products.
 - ii. Intellectual Property. All materials and documents which were developed or prepared by the Battery Manufacturer for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Battery Manufacturer. However, unless otherwise identified and stated prior to execution of this Agreement, Battery Manufacturer represents and warrants that it has the right to grant

the exclusive and perpetual license for all such Intellectual Property as provided herein.

- iii. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Battery Manufacturer in connection with the performance of this Agreement shall be held confidentially by Battery Manufacturer. Such materials shall not, without the prior written consent of SDCP, be used by Battery Manufacturer for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project, unless otherwise required by law. Nothing furnished to Battery Manufacturer which is otherwise known to Battery Manufacturer or is generally known, or has become known, to the related industry shall be deemed confidential. Battery Manufacturer shall not use SDCP's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of SDCP.
- iv. Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.
- v. Attorney's Fees. If either Party commences any action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.
- vi. Independent Contractor. Battery Manufacturer is an independent contractor and not an employee of SDCP. Work under this Agreement shall be performed by Battery Manufacturer or under its supervision and Battery Manufacturer will determine the means, methods and details of performing that work. Battery Manufacturer retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the work under this Agreement on behalf of Battery Manufacturer shall also not be employees of SDCP and shall at all times be under Battery Manufacturer's exclusive direction and control. Battery Manufacturer shall pay all wages, salaries, and other amounts due such personnel in connection with their work under this Agreement and as required by law. Battery Manufacturer shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- vii. Insurance. Battery Manufacturer shall, at its expense, procure and maintain insurance, in amounts reasonable with industry standards, against claims for injuries to persons or damages to property which may

arise from or in connection with the performance of the Agreement by the Battery Manufacturer, its agents, representatives, employees, or subcontractors. Battery Manufacturer shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement.

- viii. Indemnification. To the fullest extent permitted by law, Battery Manufacturer shall defend (with counsel of SDCP's choosing), indemnify and hold SDCP, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Battery Manufacturer, its officials, officers, employees, subcontractors, Vendors or agents in connection with the performance of the Battery Manufacturer's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Battery Manufacturer shall defend, at Battery Manufacturer's own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against SDCP, its directors, officials, officers, employees, agents, or volunteers. Battery Manufacturer shall pay and satisfy any judgment, award or decree that may be rendered against SDCP or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Battery Manufacturer shall reimburse SDCP and its directors, officials, officers, Battery Manufacturers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Battery Manufacturer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Battery Manufacturer, the SDCP, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement.
 - ix. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both Parties.
 - x. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Diego County.
 - xi. SDCP's Right to Work with Other Battery Manufacturers. SDCP reserves the right to work with other Battery Manufacturers in connection with this Program.
- b. Assignment or Transfer. Battery Manufacturer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement, or any interest herein without the prior written consent of SDCP. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no

right or interest by reason of such attempted assignment, hypothecation, or transfer.

- c. Privacy. SDCP will not obtain data or information from, nor control any Product, for which the owner and (if different) the occupant of the Site has not given written consent. In connection with the Program, the Battery Manufacturer and SDCP will comply, with (a) their respective obligations under this Agreement, and (b) all laws and regulations applicable to such Personal Information, such as, to the extent applicable, CAN-SPAN and the Telephone Consumer Privacy Act (TCPA).
- d. Data Security. During the Term, each Party will implement or use commercially appropriate network management and maintenance applications and tools, fraud prevention and intrusion detection systems, and encryption technologies to help protect the security and confidentiality of Confidential Information and Personal Information provided by or on behalf of a Party hereunder against unlawful or accidental access to, or unauthorized processing, disclosure, destruction, damage or loss of such information and data. Additionally, SDCP will use commercially reasonable efforts to prevent unauthorized access to data shared by Battery Manufacturer.
- e. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. All references to Battery Manufacturer include all personnel, employees, and agents of Battery Manufacturer, except as otherwise specified in this Agreement. All references to SDCP include its Board of Directors, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content, or intent of this Agreement.
- f. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- g. Waiver. No waiver of any default shall constitute a waiver of any other default or breach whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- h. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- i. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- j. Equal Opportunity Employment. Battery Manufacturer represents that it is an equal opportunity employer, and it shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of participants, employees, subcontractors, vendors, or suppliers. Such non-discrimination shall include, but not be limited to, all activities related to initial

employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

- k. Authority to Enter Agreement. Battery Manufacturer has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each representative Party.
 - l. Counterparts. This agreement may be signed in counterparts, each of which shall constitute an original.
5. **Termination**. Either party may terminate this Agreement if the other party (i) breaches their obligations under this Agreement and fails to cure such breach within thirty (30) days of the receipt of written notice from the other Party describing the nature of the default. Additionally, either party may terminate this Agreement for convenience by providing the other party sixty (60) days prior written notice.

SAN DIEGO COMMUNITY POWER

BATTERY MANUFACTURER

By: _____

By: _____

Printed Name: _____

Company Name: _____

Title: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____

Exhibit A: Scope of Work

The battery system must be able to operationalize the program, which includes:

- 1) Ability for the battery manufacturer to override the battery operational settings to dispatch a percentage of the battery's usable capacity during a specified two-hour period provided to the battery manufacturer once enrolled.
- 2) Sharing the battery performance data with SDCP to analyze and calculate the performance incentive (via a Grid Service platform or filling in a csv. template)

The performance data provided to SDCP will include the following features and functionality with respect to the battery/inverter products installed at specific enrolled customers' addresses.

- Customer Address
- Historical Power (updated at 15-minute granularity) for the past 3-months each quarter.
- Historical SOC (updated at 15-minute granularity) for the past 3-months each quarter.

Name	Unit	Description
Time Stamp		Timestamp on the calendar every 15 minutes
Battery Energy	+/- kWh	Cumulative energy over 15-minute interval (- for charging, + for discharging)
Battery Power	+/- kW	Average power during 15-minute interval
Battery SOC	%	Average state of charge during 15-minute interval