Solar Battery Savings

PROGRAM MANUAL

SAN DIEGO COMMUNITY POWER

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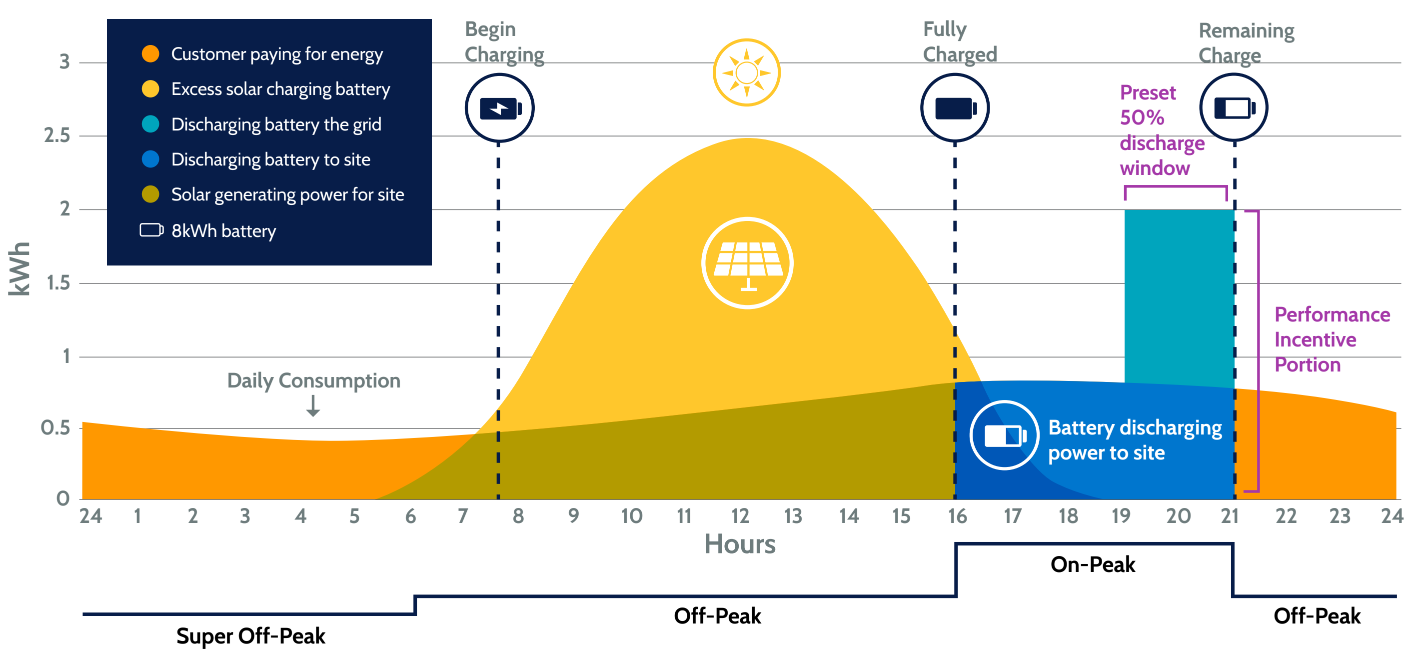
01 Program Summary

The Solar Battery Savings Program (Program) is a voluntary incentive program available to San Diego Community Power (Community Power) customers. Community Power serves the cities of San Diego, Chula Vista, Encinitas, Imperial Beach, La Mesa and National City, as well as the unincorporated communities of San Diego County. The purpose of the Program is to help single-family homeowners install solar and battery storage systems or add a battery to an existing solar system. The Program is intended to make solar and storage more affordable following the transition from Net Energy Metering (NEM) to the Solar Billing Plan (SBP), also known as Net Billing Tariff or NEM 3.0. Additionally, the Program seeks to reduce on-peak grid consumption for customers, alleviating strain on the California energy grid during high-demand periods from 4 p.m. to 9 p.m. Participating battery systems will form a distributed energy network that functions as a Virtual Power Plant (VPP), dispatching stored energy when it is most beneficial to the grid. This document outlines the purpose, requirements, processes and expectations for contractors, battery manufacturers, and participants.

SBP significantly reduces the value of net exports, impacting the economics of standalone behind-the-meter residential solar systems. To improve project economics and support the continued growth of the regional solar and storage market, this Program provides both an upfront rebate, which helps overcome the initial cost of installing battery storage, and performance-based incentives, which encourage daily dispatch of participating storage systems when it is most beneficial to the grid. In addition to benefiting the grid, these exports can help reduce customer bills by storing excess solar generation for use during hours of high energy demand, when electricity from the grid costs more (Figure 1).

In the example below, a home with an 8 kilowatt-hour (kWh) battery that is fully charged from the home's rooftop solar system, discharges 50% during the dispatch window first to power the home and sending any excess energy to the grid.

FIGURE 1. EXAMPLE OF PROGRAM PARTICIPANT'S SOLAR AND STORAGE SYSTEM



Solar power generation window will vary based on seasonality and weather. Battery operations may vary based on manufacturer and customer settings. Dispatch window is subject to change, but will always occur on weekdays between 4 p.m. and 9 p.m.

1.1 Program Goals

Community Power has identified the following goals for the Program:

1. Support the adoption of solar and storage in single-family homes with an emphasis on new systems
2. At least 50% of Program funding is intended for customers that historically have been underserved by the solar and storage industry
   a. 40% of incentives intended to serve Communities of Concern
   b. 10% of incentives intended to serve California Alternate Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) customers
3. Support local clean energy goals through dispatching stored solar energy during on-peak hours when energy from the grid is in most demand
4. Strengthen and maintain relationships with Community Power customers and the solar and storage industry by supporting local contractors and battery manufacturers
5. Deliver bill savings to Program participants
6. Explore non-Community Power funding to maximize benefits for Program participants (for example, Disadvantaged Communities – Single-Family Solar Homes [DAC-SASH] or Demand Side Grid Support [DSGS])

1.2 Key Program Parameters

Table 1 provides an overview of key Program parameters. Each element will be explained in greater detail throughout the Program manual.

TABLE 1. PROGRAM PARAMETER OVERVIEW

Customer Type	**Market Rate**		**Non-Market Rate**[1]	
System Type	Existing System (NEM or SBP)	New System	Existing System (NEM or SBP)	New System
Storage Upfront Rebate (nameplate usable capacity)	Up to $250/kWh	Up to $350/kWh	Up to $350/kWh[2]	Up to $500/kWh
Storage Performance Incentive	$0.10/kWh (based on actual performance over the dispatch window during on-peak periods)			
# of Events	Daily (weekday only)			
Dispatch Timing	All passive daily dispatches will align with the on-peak period			
Event Duration	1-5 hours[3]			
Battery Enrollment	50% of the battery's nameplate usable capacity			
Dispatch Requirement	Battery can underperform up to 10% of the total enrolled capacity[4]			
Unenrollment	There will be a prorated claw back associated with the upfront incentive if the participant chooses to unenroll within the first five years			

[1] See Section 3.3 for definitions of customer type
[2] Up to this amount based on if participant is eligible for other solar incentives, e.g., SGIP, DAC-SASH and City of San Diego's Solar Equity Program
[3] Community Power may introduce active event dispatching for voluntary participation with an increased incentive amount available to participants
[4] See Section 5 for dispatch requirements

02 Program Eligibility Criteria and Requirements

2.1 Participant Eligibility

Program participants must meet the following eligibility requirements:

- Must be an active Community Power residential customer at the time the application is submitted for installation of system at customer's physical service account address.
  - Participants who have opted out must return to Community Power and be an active Community Power residential customer before an application is submitted.[5]
  - Participants must remain a Community Power customer for five years or longer from the date of approval of the upfront incentive payment to stay enrolled in the Program.
  - If a participant opts out of Community Power service, the participant will be required to return some or all of the upfront incentive payment, as detailed in Section 5.4 of the Program Manual. If a participant opts out of Community Power service, they may not be able to opt back in for one year.
- Must be the homeowner of the property where the system will be installed. Renters who are active Community Power residential account holders are eligible to receive the performance incentive

2.2 Project Eligibility

Program projects must meet the following eligibility requirements:

- The battery system must be a new system. Projects where the system installation was complete, as defined by the date of the Permission to Operate (PTO) notification from SDG&E, before the application was submitted are not eligible for a rebate
- All projects must be paired with an existing or new solar system appropriately sized to the site's consumption so the battery can discharge at least 50% of its usable capacity within a given month
- System equipment must be interconnected and permitted by the agency having jurisdiction
- Battery must be fully charged by on-site solar
- Battery cannot simultaneously be participating or be enrolled in any other active demand response programs identified on the Solar Battery Savings webpage[6]
- Projects that have already received an incentive through the Solar Battery Savings Program may not apply for an additional battery incentive without prior approval from Community Power
- Battery systems may be owned by the participant or a third party, such as through a lease or Power Purchase agreement (PPA), given the participant has received authorization by the system owner to participate in the Solar Battery Savings Program as documented in the Acknowledgment of Program Participation Eligibility (Appendix D)[7] attached to the battery installation contract

[5] Re-enrollment information found here: https://sdcommunitypower.org/your-choice/re-enroll-in-sdcp/
[6] https://sdcommunitypower.org/programs/solar-battery-savings-program-2/
[7] Community Power may accept alternative templates or contract addendums in lieu of Appendix D, subject to prior approval.

2.3 Contractor Eligibility

Program approved contractors must meet the following eligibility requirements*:

- Hold a valid California State License Board Number and Classification (C10 or C46)
- Have a minimum of five years in business under the same license number
- Maintain an active business address within San Diego County; non-business addresses (e.g. P.O. boxes or residential addresses) are not accepted
- Completed at least 15 or more battery installations within SDG&E's service territory
- Include a minimum 10-year workmanship warranty in the customer contracts
- Attend the mandatory Solar Battery Savings contractor training

**Community Power may make exceptions to these criteria on a case by case basis.*

2.3.1 Contractor Application Process

Contractors must be approved to participate in the Program by Community Power before submitting customer applications. Approved contractors are responsible for designing, selling, installing and servicing battery storage systems. All approved contractors will be listed on the Program webpage. Contractor approvals will be completed before the Program launch. Following launch, new approvals will be limited to quarterly contractor application windows. During the final month of each quarter, Community Power will review applications, issue approval or denial notices, and require approved contractors to attend a mandatory training session as a prerequisite for participation in the following quarter. For the latest application and training schedule, refer to the Program webpage. Community Power reserves the right to approve or deny any contractor for any reason. Approved contractors will receive instructions on how to access Community Power's web-based portal. See Section 4.1 for more information on the contractor portal.

2.3.1a Legacy Approved Contractors

Contractors who participated in the 2024 Solar Battery Savings Program pilot may be eligible for an expedited re-approval process. Legacy contractors must provide up-to-date contact information, licenses and the self-certification (Appendix B – Page 2), and attend the mandatory Solar Battery Savings Contractor Training to be approved to participate in the Program.

2.3.1b New Contractors

Contractors that have not previously participated in the Solar Battery Savings Program must complete the full contractor application process, including submission of all required documentation (Appendix B) and attendance at a mandatory training session. New contractors may apply initially before Program launch or during designated quarterly application periods. Community Power will only review new contractor applications during these scheduled windows. If an application is denied, Community Power will provide the reason for the denial. Contractors may reapply during a future application window, provided the issues that led to the original denial have been addressed.

2.3.2 Contractor Project Cap

No individual contractor may receive funding for projects that collectively exceed 25% of the total megawatt hour (MWh) target within each funding step. Each funding step corresponds to a 30 MWh goal, as outlined in Section 3. Once a contractor reaches the 25% cap (7.5 MWh) within a given step, they may only submit additional applications for customers enrolled in the CARE or FERA programs, unless they receive written authorization from Community Power stating otherwise. Contractors are responsible for tracking their submitted project capacity and should contact Community Power with any questions regarding their current standing relative to their project cap.

2.3.3 Contractor Performance

Contractors play a key role in Program delivery and must meet defined performance requirements in order to remain an approved contractor.

2.3.3a Quality Assurance and Check

Community Power retains the right to require, via a third-party company employed by Community Power, post-installation quality assurance and quality check inspections on projects for any participating contractor. If the contractor is registered with the Self-Generation Incentive Program (SGIP), they may be exempt from any post-installation inspections required by the Program.

2.3.3b Issues/Deficiencies

Community Power may report issues or deficiencies to the approved contractors for the following reasons, including but not limited to:

- Deficiencies found at the quality assurance and quality check inspection outlined in 2.3.3.a
- Participant reports of installation issues or battery's failure to consistently meet Program requirements
- Customer survey feedback about a specific contractor, which may include misleading sales tactics, inaccurate information shared, poor customer service, unresponsiveness or poor installation quality
- Failure to submit project application packages and/or receive approval on any project application packages within six months of contractor approval, as contractors are expected to actively participate in the Program

Upon finding any issues or deficiencies, Community Power will notify the contractor in writing and potentially require corrective action within a specified timeframe. If the contractor does not take the corrective action within that timeframe, the contractor will be put on probation and will be unable to submit any new project applications until the corrective action has been taken to cure all identified deficiencies. The probation may include temporary removal of the contractor company logo from the Program webpage. If the issues/deficiencies persist, the contractor may be subject to termination from the Program. Additionally, if engagement in any misconduct is observed, the contractor may be subject to termination. If a contractor is terminated from the Program, they will lose access to the portal and will be prohibited from submitting new project applications. Any existing applications that have not yet reached completion may be placed on hold at Community Power's discretion. Community Power will notify affected participants in writing, informing them of the contractor's termination from the Program and providing instructions for selecting a new, approved contractor to complete the project. Participants will not lose their reserved incentive status as a result of contractor termination and Community Power may extend project deadlines on a case-by-case basis to allow time for contractor transition.

Terminated contractors will not be eligible to reapply to the Program for a period of five years. Reapplication after this period will require full documentation and justification for reinstatement, subject to Community Power's discretion.

2.4 Battery Manufacturer and Product Eligibility

Only batteries approved by Community Power are eligible for Program participation and incentives.[8] Approved products are listed on the Program's qualified product list (QPL)[9] and in the contractor portal, which are updated as new equipment is reviewed and accepted. Batteries not on this list will not qualify for incentives.

To ensure compatibility with core Program operations, all participating battery manufacturers must be integrated and operational with Community Power's Distributed Energy Resource Management System (DERMS). Manufacturers must provide both Community Power and the DERMS vendor with the necessary device identifiers to support this integration.

New battery manufacturers may apply for inclusion in the Program at any time. All equipment must meet the technical requirements outlined in Section 2.4.1 and be integrated into Community Power's DERMS.

To add a product to the Program's QPL, manufacturers must submit the following via the Program contractor portal:

- A signed Battery Product Application and Battery Manufacturer Agreement (Appendix C)
- Detailed equipment specification sheets that include industry standard information (for example, nameplate usable capacity, inverter efficiency, warranty and certifications)

Community Power will review submitted materials to confirm compliance with Program requirements. Upon approval, Community Power will notify the manufacturer and initiate the DERMS onboarding, if not already complete.

[8] Battery expansion packs are approved on a case-by-case basis. Incentive levels are determined at Community Power's discretion based on system specifications.

[9] This list will be available on the Program webpage.

2.4.1 Battery Product Requirements

To be included on the QPL, battery products must meet the following requirements:

- Have a single cycle round trip efficiency (SCRTE) of 80% or greater
- Be UL 1973 and UL 9540 tested and certified. Inverters associated with the system shall be UL 1741 and UL 1741 Supplement B tested and certified
- Have a minimum 10-year product warranty
- Have the capability to allow for or be set to grid export
- Have the capability to dispatch the battery within the DERMS according to the preset schedule (5.1.1)
- Operate based on customer selected settings (such as self-consumption, TOU mode, etc.) outside of the Program dispatch window

The battery manufacturer must be able to work with the DERMS to operationalize the Program and deliver the performance data for up to 10 years, understanding the percentage of battery enrollment is associated with the nameplate usable capacity, which is expected to downgrade year over year.

2.4.2 Battery Manufacturer Unenrollment

If a battery manufacturer voluntarily unenrolls from the Program, goes out of business, or can no longer support the required battery performance, Community Power will work directly with the affected participants to assess battery operations and identify next steps. If a battery manufacturer initiates unenrollment from the Program, Community Power will notify impacted customers and contractors to confirm whether the battery can continue to meet Program performance requirements. If the battery has not yet been installed, the contractor may replace the product with another battery listed on the QPL. In these instances, the originally approved incentive amount will be maintained or reduced if the new battery has a smaller capacity, provided the replacement product meets all Program eligibility criteria. Contractors may not replace a battery in a way that increases the initially reserved rebate amount. Community Power reserves the right to review the circumstances of the manufacturer's unenrollment and determine any necessary updates to the project or ongoing participation terms.

03 Program Funding and Incentives

3.1 Funding Steps

The Program offers an upfront rebate and ongoing performance incentives to encourage the installation of battery capacity available during on-peak periods. The upfront rebate amounts are structured across three funding steps, each tied to a 30 MWh target, for a total Program goal of 90 MWh of controlled energy.

TABLE 2: CAPACITY GOAL PER FUNDING STEP

Step 1	Step 2	Step 3	Total
30 MWh	30 MWh	30 MWh	90 MWh

Upfront rebates will decrease as each step's 30 MWh target is reached, based on the total approved battery's nameplate usable capacity. Once 30 MWh of approved projects have been submitted under the current funding step, the next step becomes available. Rebates are reserved on a first-come, first-served basis and funding under a specific rebate step is not guaranteed. However, Community Power is committed to providing clear and timely communication regarding any changes in funding levels, including providing an expected transition date to all Program stakeholders at least two weeks in advance and listing on the Program webpage. To retain flexibility and respond to market conditions, the rebate amounts for Steps 2 and 3 will be determined once 75%, or 22.5. MWh, of the previous step has been reached.

3.2 Rebate and Incentive Levels

Upfront rebate levels are determined by customer type and system type. Residential customers are grouped into market rate and non-market rate categories and rebates are further specified by whether a new solar and storage system is installed (without any pre-existing solar or storage systems) or battery storage is added to an existing solar system. Community Power is placing an emphasis on new system installations, so higher rebates are offered for customers that will be installing a new solar and storage system in both market rate and non-market rate customer groups.

The performance incentive is set at $0.10 per kWh of discharged energy during the preset dispatch window (Section 5) for all Program participants regardless of customer or system type. Participants may qualify for the performance incentive for up to 10 years following project completion, with minimum performance requirements in place for the first 5 years after installation. No single project may receive more than $10,000 in upfront rebate funds over the lifetime of the Program. If a project receives external incentives alongside the Program's upfront rebate, the total combined value of all upfront funding cannot exceed the total project cost. If the combined incentives do exceed the total project cost, the Program's upfront rebate will be reduced accordingly.

TABLE 3. INCENTIVE LEVELS — FUNDING STEP 1

Customer Type	Market Rate		Non-Market Rate	
System Type	Existing System (NEM or SBP)	New System	Existing System (NEM or SBP)	New System
Storage Upfront Rebate (nameplate usable capacity)	Up to $250/kWh	Up to $350/kWh	Up to $350/kWh	Up to $500/kWh
Storage Performance Incentive	$0.10/kWh (based on actual performance over the dispatch window during on-peak periods)			

3.3 Customer Type: Non-Market Rate vs Market Rate

3.3.1 Non-Market Rate: CARE

Customers can qualify for CARE if they participate in certain public assistance programs listed below or meet CARE's income guidelines.[10] The income guidelines are updated annually. CARE customers are able to receive a 30% discount on their utility bills.

Public Assistance Programs

- Bureau of Indian Affairs General Assistance
- CalFresh (Food Stamps) / SNAP
- CalWORKs (TANF) or Tribal TANF
- Head Start Income Eligible (Tribal Only)
- Low-Income Home Energy Assistance Program (LIHEAP)
- Medicaid/Medi-Cal for Families A & B
- National School Lunch Program (NSLP)
- Supplemental Security Income (SSI)
- Women, Infants and Children (WIC)

3.3.2 Non-Market Rate: FERA

Customers can qualify for FERA if they meet FERA's income guidelines[11]. The income guidelines are updated annually. FERA customers are able to receive an 18% discount on their utility bills.

3.3.3 Non-Market Rate: Communities of Concern

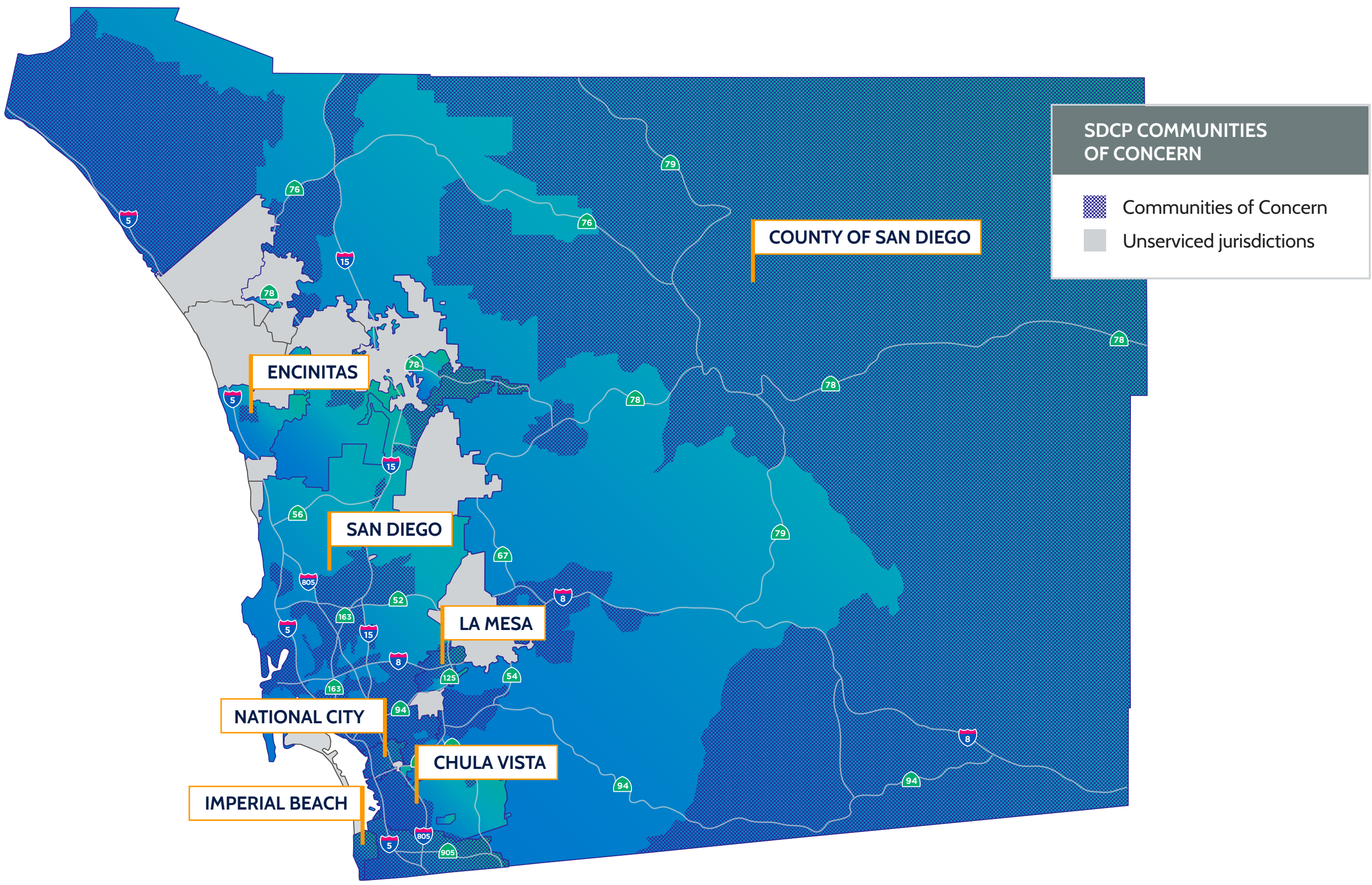
Community Power defines Communities of Concern as any of the following:

1. Disadvantaged communities (DACs) as defined by CalEnviroScreen 4.0[12]; and/or
2. Low-income communities as defined by California Climate Investments Priority Populations (incomes at or below 80% of the statewide median or below a threshold designated as low-income by the Department of Housing and Community Development)[13]; and/or
3. Areas defined by Community Power's member agencies within their Climate Equity Index reports. The cities of Chula Vista and San Diego currently have such designations.

[10] https://www.sdge.com/residential/pay-bill/get-payment-bill-assistance/assistance-programs#overview
[11] https://www.sdge.com/FERA
[12] https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40
[13] https://www.caclimateinvestments.ca.gov/priority-populations

The distribution of Communities of Concern throughout Community Power's service territory is shown in Figure 2 below. This map will be updated when Disadvantaged Communities and Priority Populations change or when additional census tracts are added by member agencies.

FIGURE 2. COMMUNITIES OF CONCERN MAP



Approved contractors can access this information in greater detail through the contractor portal. Once logged in, a contractor can enter the account number or address of a potential customer to see if (1) they are a Community Power customer and (2) if they are a CARE/ FERA customer and/or a customer living within a Community of Concern.

3.3.4 Market Rate

Market Rate participants are any Community Power residential customers that are not registered with the CARE or FERA programs and are not living in Communities of Concern.

3.4 System Type: Existing Systems vs New Systems

3.4.1 Existing Systems

Existing Systems refer to standalone solar systems or solar-plus-storage systems that are already installed and connected under a NEM or SBP tariff. These systems qualify for a lower upfront rebate.

3.4.2 New Systems

New Systems are projects where solar and storage systems are installed together for the first time and interconnected under the SBP tariff. These systems qualify for a higher upfront rebate.

3.5 Rebate and Incentive Calculations

3.5.1 Upfront Rebate

The upfront rebate is calculated based on the battery's nameplate usable capacity, measured in kWh.

Market Rate customers with an existing system under the NEM or SBP tariff, the upfront rebate is up to $250/kWh. The equation provides an example for this customer and system type with a nameplate usable capacity of 10.7 kWh, assuming no external incentives are leveraged.

EQUATION 1. UPFRONT REBATE CALCULATION – EXISTING SYSTEM (NEM OR SBP), MARKET RATE

$$10.7\ kWh * \frac{\$250}{kWh} = \$2{,}675$$

For a Market Rate customer without existing solar or storage, the upfront rebate is up to $350/kWh. The equation provides an example for this customer and system type with a nameplate usable capacity of 10.7 kWh, assuming no external incentives leveraged.

EQUATION 2. UPFRONT REBATE CALCULATION – NEW SYSTEM, MARKET RATE

$$10.7\ kWh * \frac{\$350}{kWh} = \$3{,}745$$

For Non-Market Rate participants, a higher rebate is provided. If they have an existing system under the NEM or SBP tariff, the rebate is up to $350/kWh, depending on if other external funding is leveraged. The upfront rebate cannot exceed the total system cost. The equation provides an example for this customer and system type with a nameplate usable capacityof 10.7 kWh, assuming no external incentives are leveraged.

EQUATION 3. UPFRONT REBATE CALCULATION – EXISTING SYSTEM (NEM/SBP), NON-MARKET RATE

$$10.7\ kWh * \frac{\$350}{kWh} = \$3{,}745$$

For Non-Market Rate participants who do not have solar or storage, the upfront rebate is up to $500/kWh. The equation provides an example for this customer and system type with a nameplate usable capacity of 10.7 kWh, assuming no external incentives are leveraged.

EQUATION 4. UPFRONT REBATE CALCULATION – NEW SYSTEM, NON-MARKET RATE

$$10.7\ kWh * \frac{\$500}{kWh} = \$5{,}350$$

3.5.2 Performance Incentive

The performance incentive is $0.10/kWh for actual battery capacity dispatched to the site and exported to the grid during the weekday dispatch window preset by Community Power.

EQUATION 5. PERFORMANCE INCENTIVE CALCULATION

$$10.7\ kWh * 50\%\ (participation) = 5.35\ kWh$$

Assuming perfect performance, the annual incentive calculation would be as follows:

$$5.35\ kWh * 260\ \text{days} * \frac{\$0.10}{kWh} = 139.10$$

3.5.3 Additional Credits

In addition to the incentives available under the Program, participants will be credited with the appropriate avoided cost calculator (ACC) rates depending on their utility rate and vintage year for any solar and storage exports going back to the grid[14]. Community Power provides an adder to the ACC rates of $0.0075/kWh for customers not on CARE or FERA rates and an equity adder of $0.11/kWh for CARE and FERA customers.

[14] https://www.sdge.com/solar/solar-billing-plan/export-pricing

04 Project Application and Installation Process

The application process consists of two parts:

- **Project Application Package:** initial submission to reserve the rebate
- **Project Installation Package:** final documentation to claim the rebate

4.1 Contractor Portal

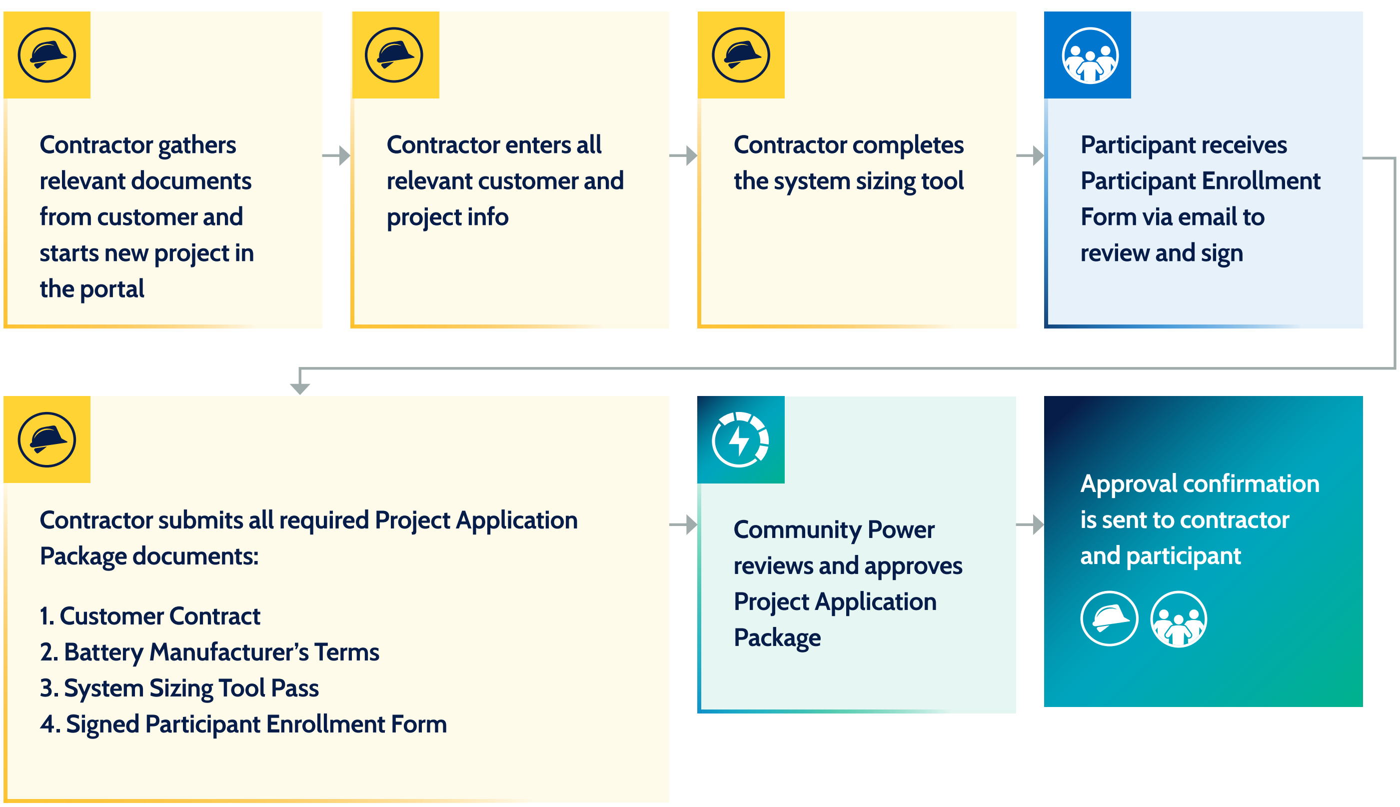
Approved contractors will complete the majority of the project application process in the contractor portal. The portal allows contractors to conduct a variety of activities including but not limited to: submitting initial project and participant information to initiate a project application, confirming customer eligibility, checking eligible incentive levels, submitting project documentation for upfront incentive reservation (for example, the Project Application Package) and submitting installation documentation for upfront incentive payouts (such as the Project Installation Package).

Only contractors who have been approved to participate in the Program will receive access to the portal from Community Power. See Section 2.3 for contractor eligibility requirements and the contractor application process.

4.2 Project Application Package

Figure 3 outlines the Project Application Package process.

FIGURE 3: PROJECT APPLICATION PROCESS



The contractor will submit the following documents within the portal as part of the Project Application Package to reserve the rebate:

- Participant Enrollment Form (auto-generated by the portal based on contractor inputs)
- Approved system sizing tool
- Contract between participant and contractor (including Appendix D, if applicable)
- Battery manufacturer terms and conditions
- Additional documentation to validate any external incentive funding, if applicable

Contractors begin the project application process by submitting a variety of project and participant information into a webform within the portal. The information from the webform will generate the Participant Enrollment Form and the system sizing tool[15]. Information submitted includes, but is not limited to:

- SDG&E Account Number (12 digits)
- Account Street Address (from utility bill)
- Contact Name
- Phone Number
- Email Address
- Verification of Physical Address
- Solar System Size (AC and DC) and Estimated Annual Production (Existing and/or New Solar System)
- Battery Manufacturer
- Battery Product Name
- Battery Quantity
- Total Project Cost
- External Programs and Incentive Values leveraged
- Verification of Payee Name
- Verification of Payee Mailing Address
- CARE/FERA and Community of Concern designation from Community Power reference
- Completed and signed Participant Enrollment Form and Program Terms and Conditions
- Whether participant is interested in participating in voluntary active events (see Section 5.1.2)

The entered account number and street address will reference Community Power's internal database to validate the participant is serviced by Community Power and input specific fields based on Community Power customer data (for example, service address, payee information, CARE/FERA and Community of Concern designation). The portal will identify the participant's eligible incentive by cross-referencing the service address and account number to see if the participant lives within a Community of Concern or is on CARE/FERA, as well as the participant's utility rate to see if it is a new system or an add-on to an existing system. The calculated upfront rebate will be reflected within the Participant Enrollment Form. Additionally, when determining the upfront rebate amount, any other incentives will be considered to confirm the total incentives are not greater than the total project cost.

4.2.1 Participant Enrollment Form and Program Terms and Conditions

The Participant Enrollment Form, together with terms and conditions for the Program, are referred to as the Participant Enrollment Form, and serve as the contract between Community Power and the participant regarding their participation in the Program. All batteries listed on the Participant Enrollment Form and included in the project application will be operationalized and subject to performance-based dispatch requirements, regardless of the upfront rebate amount received. This includes systems that receive a partial rebate or no additional rebate due to reaching the $10,000 per-project incentive cap. The Participant Enrollment Form will be automatically sent to the participant via email for digital signature.

The Participant Enrollment Form will require the participant's signature to confirm they understand the agreement and requirements associated with the Program. Once the Participant Enrollment Form is digitally signed and initialed by the participant, the portal will alert Community Power that the application package is ready for review.

4.2.2 System Sizing Tool

The system sizing tool determines if the solar and battery system size are appropriate when considering household energy consumption data. This tool helps ensure that there will be sufficient solar to fully charge the battery each day because grid charging the battery is not permitted within the Program. The tool is populated with project information initially entered by the contractor in the portal.

The system sizing tool must pass the project for the Participant Enrollment Form to be generated and emailed to the participant for digital signature. If the system sizing tool does not pass the project, Community Power will be notified to review the project. The contractor will receive communication from Community Power regarding the system sizing tool review within 10 business days. Contractors may be given the opportunity to adjust or correct project information that will inform the system sizing tool's result. The system sizing tool will be required for all participants who have been under Community Power's service for 6 months or more.

[15] Some participants may have additional steps to complete the System Sizing Tool, depending on the length of service with Community Power. See Section 4.2.2 for complete information on the System Sizing Tool.

Please see the scenarios below based on the participant's status as a Community Power customer:

- **Community Power Service for six months or more:** The system sizing tool incorporated into the contractor portal will use the project details and account consumption data to determine if the solar and battery systems are sized appropriately to meet Program discharge requirements.
- **Community Power Service for six months or less:** In the case where the participant opted into Community Power service within six months of the application date, and was previously served by SDG&E, a spreadsheet version of the system sizing tool will be available to complete by the contractor for review by Community Power.
- **New Accounts:** For participants who are new to their home or have fewer than six months of billing history with Community Power, the standard system sizing tool cannot be used. Instead, the Program applies a solar-to-storage ratio to ensure that the battery system can be fully charged by the solar system on a typical day.
  - The requirement is that the battery's total nameplate usable capacity (in kWh) must not exceed 2.5 times the solar system's alternate current (AC) power rating
  - For example, if a home has a 6 kW-AC solar system, the battery cannot exceed 15 kWh of usable capacity. (6 × 2.5 = 15).

4.2.3 Customer Contract

The contract between the contractor and participant for the new solar and storage system or added storage system must be uploaded to the contractor portal. Community Power will review the contract to ensure system information is the same as the information that was entered into the portal and that the participant signature date is after official Program launch. Appendix D must be attached to the contract for any third party owned battery systems.

4.2.4 Battery Manufacturer's Terms and Conditions

The participant must agree to the battery manufacturer's terms and conditions, when applicable, to ensure they understand and accept the product functionality and requirements. This is in addition to Program terms which are incorporated into the Participant Enrollment Form. Please note, not all battery manufacturers have separate terms beyond the Program terms.

4.2.5 Application Package Review, Approval or Rejection

Once the application has been reviewed by Community Power, the applicant and contractor will receive an email stating if the project was approved or rejected. If the project is approved, the upfront rebate value requested will be reserved. If the project is rejected, the contractor will need to make any required corrections to the Project Application Package within 10 business days. The project may be canceled if corrections are not made within 10 business days.

Possible reasons for rejection include but are not limited to:

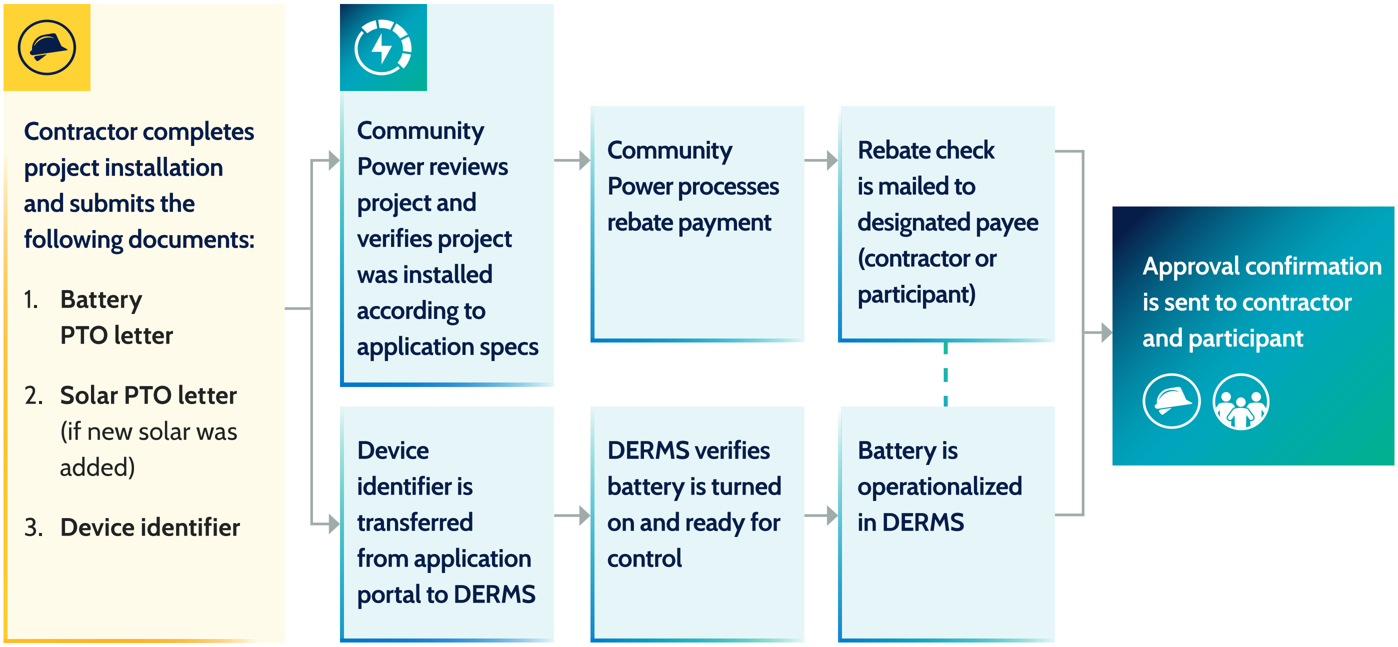
- Participant Enrollment Form and contract not signed by correct applicant
- Contract signed before Program launch date
- Contract and Participant Enrollment Form mismatch of customer information, system information or project costs

If any information on the Participant Enrollment Form is updated, the Participant Enrollment Form will be regenerated and will need to be signed by the customer again.

4.3 Project Installation Package

Figure 4 outlines the Project Installation Package process.

FIGURE 4: PROJECT INSTALLATION PROCESS



After the upfront rebate is reserved, the contractor will proceed with permitting, interconnection, installation and commissioning. The Project Installation Package must be submitted within six months of project approval to avoid project cancellation. If more time beyond the six months is needed, the contractor may request a six-month extension for the project. Any additional extension beyond the initial six-month extension will be considered and approved at Community Power's discretion. After project completion, within 10 business days of the issuance of permission to operate (PTO) letter(s), the contractor shall submit the following documents in the contractor portal as part of the Project Installation Package to claim the rebate:

- PTO letter(s)
  - PTO for battery systems always required
  - PTO for solar systems required when new solar is added
- Device identifier (for example, serial number or device ID)

PTO Letter(s): The PTO letter is the official document from SDG&E confirming that the battery storage system and electric generation system are approved for interconnection and operation on the grid. A PTO letter must be submitted for the battery system and, if applicable, the solar system.

The letter must clearly show:

- Customer name and project address
- System size (kW)
- Date of approval
- Utility name and letterhead

The contractor will upload the PTO letter(s) directly into the portal within 10 business days of receipt from SDG&E.

Device Identifier: Depending on the battery product installed, either an image of the battery serial number or a device ID must be submitted to confirm the specific equipment installed. Where available, an image showing all site information from the battery controls platform will be required.

Once all installation documentation has been uploaded and approved, Community Power will send the upfront rebate payment and initiate the battery operationalization. The participant will be notified via email that their device has been operationalized and will start dispatching on weekdays. The incentive will be paid to the appropriate payee as selected on the Participant Enrollment Form, this could be either the participant or the contractor. Please refer to Section 4.2 for more details.

05 Program Dispatch and Performance

5.1 Battery Operations

The batteries approved and installed under this Program will be operated by the battery manufacturers and the Community Power operated DERMS platform. Each battery system will be required to follow the minimum control and monitoring aspects, at minimum:

1. **Telemetry:** Telemetry requirements will include a minimum granular location, charge and discharge (in kWh) over the interval timing of 15-minutes. The DERMS platform will receive this data for each discrete battery system.
2. **Dispatching:** Community Power will schedule weekday battery discharge events through the DERMS platform. When discharging, the battery will power the home first and export any excess energy to the grid.

5.1.1 Weekday Discharge

As a condition of the upfront rebate, participants must enroll 50% of their incentivized nameplate usable battery capacity in the Program's VPP dispatch events. Daily discharge events will happen Monday through Friday in all months of the year. The hours may range from one to five hours, always aligning with on-peak hours between 4 p.m. and 9 p.m. when energy is the most expensive. The battery will discharge 50% of its nameplate usable capacity during the specified duration of the discharge window, while maintaining the battery manufacturer's recommended backup capacity[16].

Contractors are responsible for setting up and maintaining the customer's battery appropriately, so it can respond to dispatch events and meet the Program requirements (such as no grid charging, etc.). The performance rebate amount could be affected if: (1) the battery is not properly maintained, (2) the internet connection is not maintained, (3) cloudy days result in the solar underproducing and not fully charging the battery to meet Program requirements, or (4) any other variable that would result in the battery discharging less than the Program requirements or being unable to properly report the performance. Batteries do degrade over time, potentially impacting the performance incentive in later years.

5.1.2 Active Events

Community Power may introduce optional active events in the future. Participants will have the option to enroll any remaining battery capacity (calculated as 100% minus the 50% already enrolled and any reserved backup) in these events to receive additional financial compensation. Community Power will announce the launch of active events on the Program webpage and will notify participants who previously expressed interest. Details on financial compensation for active event participation will be shared when the launch is formally announced.

5.2 Performance Measurements

Battery discharge during the Program's dispatch windows will be tracked quarterly via the DERMS to determine eligibility for performance incentives. Performance will be measured solely at the battery level, and manufacturers must ensure any solar production is separated from the results.

To earn the monthly performance incentive, participants must meet a defined monthly performance target:

1. **Enrolled Capacity:** The Program enrolls 50% of the battery's nameplate usable capacity (in kWh). This represents the amount of energy the battery is expected to dispatch each weekday.
2. **Monthly Performance Target:** This is the total expected energy dispatch for all weekdays in a given month. It is calculated by multiplying the Enrolled Capacity (kWh) by the number of weekdays in that month.
3. **Performance Requirement:** To receive the performance incentive, the battery system must dispatch at least 90% of its monthly performance target[17].

A quarterly performance report will be sent to participants after the quarter has been completed. The participant will need at least one month of performance data to start receiving the quarterly reports on performance. For example, if a project was installed in December, the participant will not receive a quarterly performance report until after Q1 in the following year. That Q1 report would include any activity that occurred in December of the previous year.

[16] Backup capacity varies by battery product.

[17] The performance threshold may be lowered at Community Power's discretion if there is systemic underperformance of Program participants of the performance requirement for any given month.

5.3 Underperformance

Contractors are responsible for appropriately sizing the participant's solar system to ensure it can fully charge the battery each day using only solar generation and meet the weekday discharge requirements. Each site will be expected to perform at 90% or above of the enrolled capacity each month. If a battery dispatches less than 90% of the enrolled capacity (50% of the battery's nameplate usable capacity), the participant will forfeit the performance payment that month. Performance is not averaged across multiple months.

If a participant's battery fails to comply with the performance requirement for three consecutive months, Community Power will work with the appropriate parties involved to ensure proper enrollment and operation of the system. If the participant is unresponsive within 30 days of Community Power's attempts to communicate or cannot resolve the problem within a determined timeframe (on a project-by-project basis), the participant may be removed from the Program and be required to return some or all of the upfront incentive payment pursuant to Section 5.4 of the Program manual.

5.4 Unenrollment

The participant, or contractor on behalf of participant, must reach out to Community Power's call center or email at SolarBatterySavings@SDCommunityPower.org if the participant would like to unenroll. If the participant unenrolls or is removed from the Program within the first five years of participation, there will be a prorated claw back on the upfront rebate. For the purposes of this claw back provision, Year 1 begins on the date the battery is operationalized and runs for 365 calendar days. The claw back is determined as shown in Table 5 based on when the participant unenrolls. For example, if the participant unenrolls within Year 1, they will need to repay 100% of the upfront incentive.

Once Community Power has received the check for the returned rebate amount and the check has cleared, the participant's battery will be unenrolled from the Program and at that point the battery will no longer participate in Program events. Community Power reserves the right to seek all legal and equitable remedies if the participant fails to return the upfront rebate amount as required.

TABLE 4. CLAW BACK PERCENTAGES OVER THE FIRST FIVE YEARS OF PARTICIPATION

Year	1	2	3	4	5
Claw back	100%	80%	60%	40%	20%

5.5 Change of Ownership

If the home changes ownership, the original Program participant must notify Community Power in writing prior to the transfer. The new homeowner must then contact Community Power by phone or email to update their contact and payment information. This ensures performance incentive payments are processed correctly. Community Power assumes the new homeowner will continue to participate in the Program and will be eligible to earn performance incentives. Failure to provide updated contact information may result in delayed or forfeited payments, as Community Power will default to account information on file.

5.6 Rentals

It is the responsibility of the homeowner to notify Community Power of any changes to tenant occupancy. If the original Program participant terminates their Community Power service and the home remains under the same ownership, the Program participation can transfer to a new tenant if the following conditions are met:

- The new tenant is enrolled in Community Power service at the site address
- The enrolled batteries remain active in the Program and continue participating in the weekday discharge events

If the home is rented and the new tenant opts out of Community Power service, the homeowner will be responsible for repaying a prorated claw back on the upfront rebate as stated in Section 5.4, and performance incentives will no longer be available.

06 Payments

6.1 Upfront Rebate Payments

Upon completion of the Project Installation Package and approval of all required documentation by Community Power, the upfront rebate will be mailed as a check to the designated payee. Rebate checks may take up to 30 business days from receipt and approval of the Project Installation Package to be mailed.

6.2 Performance Incentive Payments

The cumulative performance incentive is paid annually within the first quarter of the year following the calendar year. The performance incentive will be mailed as a check to the participant's mailing address as listed on the project. If a project is installed within the last quarter of the year (October, November, December), the performance incentive will be automatically included in the following year's performance incentive payout. In cases where Program participation has been transferred to an eligible tenant (see Section 5.6), the performance incentive will be paid to the tenant and mailed to the address listed on their Community Power service account.

07 Communications

Community Power will provide approved contractors Program messaging and promotional materials, including but not limited to the following:

- Program brochure including Program details, eligibility, incentives, etc.
- Case studies for specific customer personas
- Battery product operations documentation
- Targeted marketing as appropriate

Community Power will allow for cobranding if contractors and battery manufacturers submit their logo to be included on promotional materials or request approval from Community Power on anything outside Community Power provided promotional materials.

08 Sole Participation in Program

Community Power will require battery equipment to be solely enrolled in Community Power's Program. **Batteries cannot be enrolled in any other load reduction programs**, such as the Emergency Load Reduction Program (ELRP), California Energy Commission's (CEC) Demand Side Grid Support (DSGS) Program or other California Independent System Operator (CAISO)-integrated programs without written permission from Community Power.

Definitions

The purpose of this section is to provide further detail on words and phrases used throughout the document

Active Events: Optional dispatch events where Program participants can offer extra available battery capacity for additional financial compensation, generally called during times of high energy grid demand.

Application Programming Interface (API): A set of protocols for software applications to communicate, exchanging data and information.

Battery Manufacturer: An approved battery original equipment manufacturer (OEM) that is registered and approved for the Program, able to operationalize the Program dispatch and ensure successful delivery of the enrolled capacity for each customer per the Program requirements.

California Alternate Rates for Energy (CARE): A program available for income-eligible customers to receive 30% reductions in their utility bills. See Section 3.3.1.

California Energy Commission (CEC): California's lead energy policy and planning agency that implements the Demand Side Grid Support program among many other initiatives with the goal to procure 100% clean energy.

California Independent System Operator (CAISO): A non-profit entity that maintains the reliability of the California grid and operates the wholesale energy market.

California Public Utilities Commission (CPUC): An agency made up of Governor-appointed Commissioners and hired staff to ensure safe, reliable utilities services to California.

Communities of Concern: Include the top 25% scoring areas from Disadvantaged Communities under CalEnviroScreen 4.0, low-income communities under priority populations (California Climate Investments Priority Populations), and areas defined by Community Power's member agencies within their Climate Equity Index reports. See Section 3.1.3.

Contractor: An approved installer of rooftop photovoltaic (PV) and/or battery energy storage systems or a national solar and storage provider (a national company that often contracts with local installers and can provide a variety of financing options for customers) that works with the Program participant to determine the system size and best way to optimize the system to meet the participant's needs. A provider must use their in-house installation team (if applicable) or have local installers who are also approved for the Program to complete the installation and leverage the incentive.

Customer Contract: The agreement between the contractor and the customer for the solar and storage or battery storage only (if an existing solar system is already in place) that includes the payment method, system cost, warranty, system sizes and specifications and more.

Demand Side Grid Support (DSGS): A state program implemented by the CEC to provide incentives for load reduction for existing/installed distributed energy resources during extreme events.

Device Identifier: A unique reference used to confirm the specific battery installed, such as a serial number or device ID.

Dispatch Window: The specified time period that Community Power will call upon the battery equipment to discharge to the site and/or the grid on weekdays. The performance incentive payment will be based on performance during the Dispatch Window.

Distributed Energy Resource Management System (DERMS): A software platform that communicates with distributed energy resources, or assets such as thermostats, water heater controls, batteries, etc., to modify their operational settings and maximize benefits to the grid.

Emergency Load Reduction Program (ELRP): A CPUC 5-year pilot launched in 2021 that pays customers for reducing load during CAISO's Alert, Warning or Emergency notices or Flex Alerts.

Family Electric Rate Assistance (FERA): A program available for income-eligible customers to receive 18% reductions in their utility bills. See Section 3.1.2.

Kilowatt (kW): A derived unit of power (1 Watt = 1 Volt x 1 Amp), equivalent to 1,000 Watts.

Kilowatt-Hour (kWh): The energy delivered by 1 kW for one hour.

Market Rate participants are defined as any Community Power residential customers that are not registered with the CARE or FERA programs and are not located in Communities of Concern. See Section 3.1.4.

Nameplate Usable Capacity: The maximum energy of a battery that can be used without significantly reducing the battery life span or causing long-term impacts – limited by battery's depth of discharge and efficiency losses.

Net Billing Tariff (NBT): A billing mechanism that went into effect in 2023 where the bill rate a customer is paying for energy is not equivalent to the value distributed to customers for excess generation. Instead, customers are paid an hourly rate (Energy Export Credit) that varies throughout the day, providing higher value during on-peak periods, for excess generation.

Net Energy Metering 2.0 (NEM 2.0): The billing mechanism, prior to NBT, that paid customers at the rate they were consuming energy for any excess energy provided back to the grid via solar, battery storage, etc.

Non-Market Rate participants are defined as any Community Power customer registered with the CARE or FERA programs and/or are located within Communities of Concern. See Sections 3.3.1 through 3.3.3.

Participant: A Community Power customer who is eligible for the Program and chooses to participate and receive the incentives through the qualified installation of a solar and storage system and dispatch of energy (Participant and Customer may be used interchangeably).

Payee: The entity or individual identified to receive the upfront incentive on the Participant Enrollment Form (for example, the participant or the contractor).

Performance Incentive: The ongoing, annual incentive for battery participation during the weekday, daily dispatch events.

Permission to Operate (PTO): The final step of the installation process where the utility provides the customer with authorization to operate.

Photovoltaic System (PV System, Solar): A system designed to generate power from sunlight by converting it into electrical energy.

Project: A unique solar and battery or battery-only installation participating in the Solar Battery Savings (SBS) Program. Each project is linked to a single service address and account number, and assigned a specific application ID (such as SBS-XX). Projects are used to track eligibility, performance, and incentive payments throughout the Program.

Community Power Contractor Portal: A web portal that requires authentication for contractors and battery manufacturers to access. The portal will allow contractors to check for eligibility, submit applications and Letters of PTO and more. The portal will allow battery manufacturers to share the battery performance data quarterly with Community Power.

Power Purchase Agreement (PPA): A financing mechanism where the system is owned and operated by a third-party and the customer is paying for the energy generated by the system (common for solar systems).

San Diego Community Power (Community Power): A not-for-profit public agency that provides clean energy to the San Diego region, specifically Cities of San Diego, Chula Vista, Encinitas, Imperial Beach, La Mesa and National City, as well as the unincorporated communities of San Diego County.

San Diego Gas & Electric (SDG&E): The Investor-Owned Utility that provides transmission and distribution for Community Power customers.

San Diego Solar Equity Program: A program aimed to cover 100% of solar installs (up to 6.5 kW) for income-qualified households within the City of San Diego's Communities of Concerns (defined by San Diego's Climate Equity Index).

Self-Generative Incentive Program (SGIP): A program available through the CPUC to provide rebates to customers installing solar and energy storage in their residence. Center for Sustainable Energy is the implementer within SDG&E's service territory.

State of Charge (SOC): Measure of the level of charge a battery has remaining in terms of its capacity. 0% indicates an empty battery and 100% indicates a fully charged battery.

Third-Party Ownership (TPO): A non-customer responsible for owning and operating the battery energy storage with customer permission through a lease or power purchase agreement.

Total Project Cost: The sum of all costs for the design and installation of the solar and battery system, including but not limited to materials, labor, permitting, and, if applicable, financing costs.

Upfront Rebate: The rebate provided by Community Power after installation is complete to help participants overcome the initial cost of installing battery storage.

Usable Capacity: The amount of capacity a battery can store that is available for consumption.

Virtual Power Plant (VPP): A system of distributed energy resources such as solar panels and batteries, that is aggregated together and managed collectively to benefit the grid, resulting in more reliable, stable energy, and in the case of Community Power's VPP, enabling the use of day-time solar to meet evening peak demand via battery storage.

Appendix A. Participant Enrollment Form and Program Terms and Conditions

Participant Enrollment Form and Program Terms and Conditions

Participant / Account Holder Information			
Account Number (12 digits):		Account Name:	
Phone:		Email Address:	
Service Address:	City:	State:	Zip:

Contractor Name: ______________________________

Solar and Battery System Information		
Existing Solar System		
Solar System Size: (kW-DC)	Solar System Size: (kW-AC)	Estimated Annual Solar Production: (kWh)
New Solar System		
Solar System Size: (kW-DC)	Solar System Size: (kW-AC)	Estimated Annual Solar Production: (kWh)
Inverter Manufacturer:	Inverter Name	
Battery System Size		
Battery Manufacturer:	Battery Product Name:	Battery Qty:
Other Incentive Programs Leveraged:		
Total External Incentive Values:		
Third-Party Owned (TPO) System:	☐ Yes	☐ No

☐ The system will be owned by a third-party. The Participant has received authorization by the system owner to participate in the Solar Battery Savings Program as documented in the Acknowledgement of Program Participation Eligibility attached to the battery installation contract.

☐ I am interested in opting in to participate in future active events (See Section 5.1.2 of the Program Manual).

PARTICIPANT AUTHORIZES THE PAYMENT OF UPFRONT REBATE TO THE PAYEE BELOW AND UNDERSTANDS THAT PARTICIPANT MAY NOT BE RECEIVING A CHECK FROM COMMUNITY POWER BUT MAY SEE A DISCOUNT ON THE SYSTEM COST. PARTICIPANT UNDERSTANDS THAT RELEASE OF THE PAYMENT TO THE THIRD PARTY DOES NOT EXEMPT PARTICIPANT FROM THE PROGRAM TERMS AND CONDITIONS.

Payee Name: ______________________________

Payee Mailing Address: ______________________________

Participant Incentive Payment Options	
Upfront Rebate Estimate*:	

**Maximum upfront rebate $10,000 per site.*

☐ I certify that all statements made in this form are correct to the best of my knowledge and that I have read and agree to the Program Terms and Conditions attached to this form.

Print Name: ______________________________

Signature: ______________________________ Date: ______________________________

Terms and Conditions (Terms) Thank you for your participation in San Diego Community Power's (Community Power) Solar Battery Savings Program (Program). Current Program details can be found within the Program Manual at https://SDCommunityPower.org/Programs/Solar-Battery-Savings. Participation in this Program is voluntary and includes the purchase and installation of an approved battery system by an approved contractor, as defined below. Customers who apply and are approved by Community Power will be required to fully comply with these Program Terms and the applicable provisions of the Program Manual.

In exchange, Participants will receive an upfront rebate distributed to the payee, as identified on the Participant Enrollment Form, to reduce the system cost and a performance incentive based on actual battery capacity discharged to the site or the grid during the dispatch window to financially motivate Participants for discharging their batteries during on-peak periods (4 p.m. to 9 p.m.). The incentive payments will be paid in accordance with the parameters set forth below. Thank you for your participation and interest in supporting Community Power's clean energy goals.

Participant hereby agrees to the Terms below. Additionally, Participant certifies that the information provided in the Participant Enrollment Form and all supporting documentation are true, accurate, and complete.

1. **Contact Information.** Participants may contact Community Power regarding the Program via the following options:
   a. Email: SolarBatterySavings@SDCommunityPower.org
   b. Phone: Call 1-888-382-0169 between 8 a.m. and 5 p.m., Monday through Friday.
   c. Website: SDCommunityPower.org
2. **Effective Date.** These Terms are effective as of September 30, 2025.
3. **Definitions.**
   a. "Participant" means the residential Community Power customer owning a home at the address where the Equipment is installed and maintaining an active account for service to that home for a minimum of five-years. The Participant is also who the performance incentive will be paid to, assuming the homeowner remains the primary occupant of the home for a minimum of five years. If the home is rented, and the renter opens their own account with Community Power, the renter will be collecting the ongoing performance incentives. Community Power should be notified when this occurs.
   b. "Equipment" refers to the solar and storage or add-on storage installed at the Participant's home.
   c. "Payee" refers to the person or company specified on this Participant Enrollment Form who will be receiving the upfront rebate.
   d. "Contractor" refers to the Program-approved installer that the customer is contracting with for the design and installation of the Equipment.
   e. "Battery Manufacturer" refers to the manufacturer of the battery. The Battery Manufacturer is also approved by the Program and helps ensure the battery can be operationalized within the Program.

Initials: ________

f. "Incentives" refers to the financial reward granted by Community Power to Participants acknowledging their commitment and compliance with the Program's objectives. Community Power may provide two different incentives as described below. To be eligible for Incentives, Participants must adhere to and fulfill specific criteria set out in these Terms & Conditions.
   i. "Upfront Rebate" refers to the rebate provided by Community Power after installation is complete to help Participants overcome the initial cost of installing battery storage.
   ii. "Performance Incentive" refers to the ongoing, annual incentive for battery participation during the weekday, dispatch events.

4. **Participant Eligibility.**
   a. Program Participants must meet the following criteria:
      i. Must be an active Community Power residential customer at the time the application is submitted for installation of system at customer's physical service account address.
         1. Participants who have opted out must return to Community Power and be an active Community Power residential customer before an application is submitted.
         2. Participants must remain a Community Power customer for five years or longer from the date of approval of the upfront rebate payment to stay enrolled in the Program. If a Participant opts out of Community Power service, the Participant will be required to return some or all of the upfront rebate payment, as detailed in Section 5.4 of the Program Manual. If a Participant opts out of Community Power service, they may not be able to opt back in for one year.
   b. Must be the homeowner of the property where the system will be installed. Renters who are active Community Power residential account holders are eligible to receive the performance incentive.
5. **Project Eligibility.** Program projects must meet the following eligibility requirements:
   a. The battery system must be a new system. Projects where the contract between the participant and approved contractor was signed and the system was installed before the application was submitted are not eligible for a rebate.
   b. All projects must be paired with an existing or new solar system appropriately sized to the site's consumption so the battery can discharge at least 50% of its usable capacity within a given month.
   c. System Equipment must be interconnected and permitted by the agency having jurisdiction.
   d. Battery must be fully charged by on-site solar.
   e. Battery cannot simultaneously be participating or be enrolled in any other active demand response programs identified on the Solar Battery Savings webpage
   f. Projects that have already received an incentive through the Solar Battery Savings Program may not apply for an additional battery incentive without prior approval from Community Power.
   g. Battery systems may be owned by the Participant or a third-party (for example, through a lease or PPA), with third-party consent indicated in the enrollment application.
6. **Equipment, Contractor Selection and Contracting.** Participant is responsible for selecting and contracting with an approved contractor and installing Equipment that is approved for the Program. The contractor shall be responsible for ensuring that the project meets Program timelines, requirements and applicable laws, regulations, and codes, and that the installation is done by workers that are properly qualified, licensed and insured. The Participant acknowledges that if the project installation is delayed beyond six months after the Participant Enrollment Form is approved, the contractor is responsible for requesting an extension from Community Power and if not requested or approved, the incentives may not be awarded. The Participant also acknowledges that Community Power reserves the right to deny any contractor the ability to participate in this Program. Approved contractors can be found on the Program webpage. Community Power also has the right to exclude certain Equipment from the Program. Approved products are also found on the Program webpage.
7. **Interconnection Service Agreement and Permitting.** Systems participating must be installed in compliance with the Participant's Interconnection Service Agreement and the local jurisdiction's permitting requirements.

Initials: ________

8. **Upfront Rebate.** Participants who are enrolled will receive an upfront rebate based on their eligibility and the nameplate useable capacity.

Market Rate		**Non-Market Rate**[1]	
Existing System[1]	New System[2]	Existing System[1]	New System[2]
Up to $250/kWh	Up to $350/kWh	Up to $350/kWh[2]	Up to $500/kWh

[1] Customer has existing solar (and potentially a battery) and is on an existing NEM or SBP rate.

[2] Customer does not have an existing system and is not on an existing NEM or SBP rate.

The upfront rebates are designated based on if the Participant is a market rate or non-market rate customer, which includes customers on CARE/FERA and/or who live in a Community of Concern, whether a customer has an existing solar system or not, and whether the customer is leveraging other upfront rebates outside of the Program. The upfront rebate will be paid to the payee identified in the Participant Enrollment Form. The upfront rebate payment will be processed for payment within 30 business days of Community Power receiving and approving the project installation package from the contractor.

9. **Battery Participation.** Once the installation package is received by Community Power, Community Power and its vendors supporting the Program will exchange customer and battery information, which will confirm operations of the battery with the battery manufacturer. Once confirmed, the battery will be operationalized appropriately based on the battery information and capacity. Once operationalized, the battery will be officially enrolled in the Program and participating the enrolled 50% of nameplate capacity. During the weekday dispatch event or active events, the Platform Provider will send a remote signal to the Equipment to automatically adjust its operational controls according to the Program requirements. The Participant acknowledges that all batteries listed on the Participant Enrollment Form and included in the project application will be operationalized and subject to performance-based dispatch requirements, regardless of the upfront rebate amount received. This includes systems that receive a partial incentive or no additional incentive due to reaching the $10,000 per-project incentive cap.
10. **Acknowledgement of Access to Equipment, Internet Access and Participant Data.** Participant: (1) shall ensure that the Equipment has working and reliable internet access in the home where the battery is located; (2) agrees and understands the expectation for Equipment to perform to enrolled capacity during the dispatch window and that Participant can only rely on the remaining capacity delivered for other on-peak hours or in case of emergencies; (3) authorizes the sharing of customer information and the battery charging and discharging data between Community Power and the Platform Provider to validate battery eligibility, analyze the battery's performance and calculate the performance incentive; (4) agrees and understand that data may be summarized within Program results and shared publicly (Participants will not be individually identified); (5) agrees and understands impacts on bill may vary based on a variety of factors, including, but not limited to, system sizing and consumption patterns; (6) authorizes sharing the project application package with the selected battery Equipment manufacturer when appropriate; and (7) is responsible for complying with all manufacturer's policies to ensure maximum performance from the battery.
11. **Data Privacy and Security.** By participating in the Program, Participant(s) agree that Community Power and/or Platform Provider may collect personal information or data and that if they cannot collect the required information or data, Participant may not be eligible to participate in the Program and/or receive eligible Incentives. The collection, use, and disclosure of data under the Program will be in accordance with Community Power's Customer Data Confidentiality Policy.
12. **Performance Incentive.** Participants meeting the Program requirements for weekday dispatches will receive a performance incentive set at $0.10/kWh based on actual battery performance during the weekday dispatch. Participants can also opt in to active events as well for additional compensation. The performance incentive value will be paid for battery capacity going to the site-load and/or being exported to the grid during the weekday dispatch. The performance incentive will be paid for the lesser of: (1) duration of Participant's participation in the Program, or (2) ten (10) years. The performance incentive will be paid annually to the Participant and delivered to the Participant in the first quarter the following year for the previous year's participation. In cases where Program participation has been transferred to an eligible tenant (see Program Manual Section 5.6), the performance incentive will be paid to the tenant and mailed to the address listed on their Community Power service account.

Initials: ________

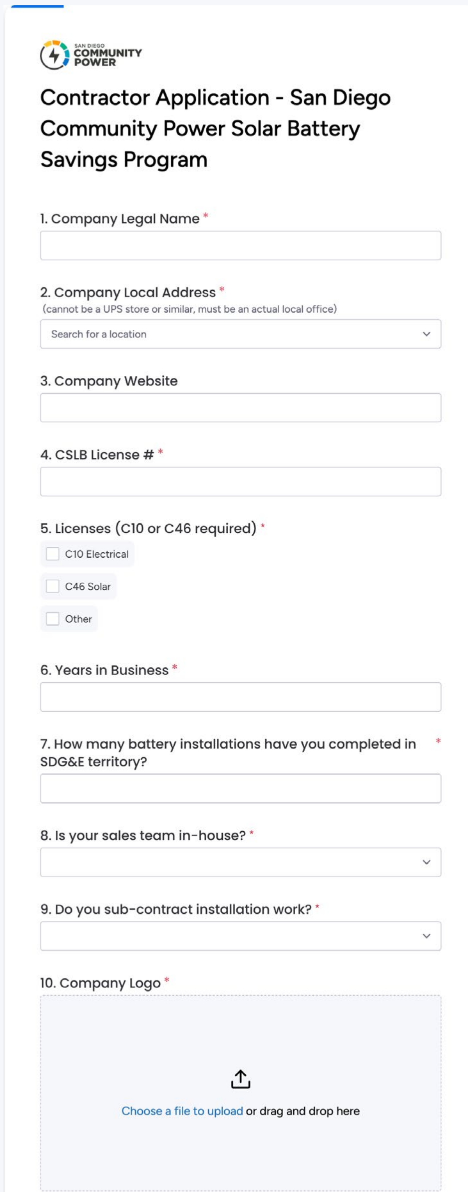
13. **Equipment Performance.** If Equipment fails to perform or Participant opts out of the weekday dispatch by over 10% of the enrolled capacity each month, the Participant may have to forgo their performance incentive payment for that month.
14. **Enrollment Conditions**. Participant agrees that the enrollment period begins upon the first day of participation (once the battery manufacturer operationalizes the battery to the Program requirements) after the permission to operate (PTO) letter has been received and continue for the lesser of: (1) the duration of participation in the Program, or (2) ten (10) years from battery being operationalized. Participants may unenroll at any point by contacting Community Power as specified in Section 1 – Contact Information. If Participant unenrolls within the first five years of the battery being operationalized, the Participant will be required to return some or all of the upfront rebate payment, as described in Section 5.4 of the Program Manual.
15. **Removal of Equipment.** Participant agrees, as a condition of participation in the Program to properly remove and dispose of or recycle the Equipment and components in accordance with all applicable laws, and regulations and codes. The Participant assumes all risk and liability associated with the reuse and disposal thereof.
16. **State and Federal Taxes.** Incentives may be subject to state or federal taxes. Please seek advice from a tax professional.
17. **Program/Terms and Conditions Changes.** Community Power reserves the right, for any reason, to alter or cancel the Program. Approved project applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the project application approval by Community Power.
18. **Communications.** The e-mail address provided in the Participant Enrollment Form shall be used for all Program communications and quarterly notifications about the performance incentive amounts throughout the year. Participant accepts responsibility for the receipt of these communications and any consequences of not receiving them. Additionally, Community Power may request Participant feedback while the Program is active, and those surveys will be sent to the e-mail address provided on the Participant Enrollment Form.
19. **Removal from Program.** If a Participant's battery fails to comply with the performance requirement for three consecutive months, Community Power will work with the appropriate parties involved to ensure proper enrollment and operation of the system. If (1) unresponsive within 30 days of Community Power's attempts to communicate or (2) cannot resolve the problem within a determined timeframe (on a project-by-project basis), the Participant may be removed from the Program and be required to return some or all of the upfront rebate payment pursuant to Section 5.4 of the Program Manual.
20. **Change in Home Ownership.** Participants acknowledge that they are required to own the property where the Equipment is installed. If the home changes ownership, Community Power must be notified about the change with 30 days advance notice of a sale of the home where the Equipment is installed. In the event of a sale, the new owner will assume responsibility for Program participation and Community Power will transfer performance incentive payments to the new homeowner.
21. **Limitation of Liability.** To the fullest extent allowed by law, Community Power shall not be liable for any direct, indirect, special, or consequential damages to any persons or property resulting from or arising out of any use, repair, delay in repairing, replacement of, or modification to the Equipment. Community Power does not warrant, endorse, guarantee, or assume liability for the quality, performance, or safety of any product or any contractor, manufacturer, or any other persons involved in the sale, purchase, installation, or any other aspect of the Program. Performance of any product, installation of any materials, and acceptance of materials used is solely the Participant's responsibility.
22. **Governing Law.** The Program, including these terms and conditions, shall be governed by the laws of the State of California. Venue shall be San Diego County.
23. **Representation and Warrant.** Participant represents and warrants that the information provided to Community Power by Participant for this Program is accurate and complete, and Participant agrees to promptly notify Community Power if any information provided has changed.

Initials: ________

Appendix B. Contractor Application and Agreement to Participate in Solar Battery Savings Program

Contractor Application and Agreement to Participate in Solar Battery Savings Program

In addition to reviewing the information provided in the contractor application[1], Community Power will confirm Contractor is in "Good Standing" with the Better Business Bureau and check the California State Licensing Board to confirm no more than three citations or any suspensions over the last three years.



SAN DIEGO COMMUNITY POWER

Contractor Application - San Diego Community Power Solar Battery Savings Program

1. Company Legal Name *

2. Company Local Address *
(cannot be a UPS store or similar, must be an actual local office)
Search for a location

3. Company Website

4. CSLB License # *

5. Licenses (C10 or C46 required) *
- C10 Electrical
- C46 Solar
- Other

6. Years in Business *

7. How many battery installations have you completed in SDG&E territory? *

8. Is your sales team in-house? *

9. Do you sub-contract installation work? *

10. Company Logo *

Choose a file to upload or drag and drop here

[1] Contractor application upload field as it appears in the contractor application. Fill out the agreement below and save as a PDF file to upload and complete your application.

In signing this application to participate in San Diego Community Power's Solar Battery Savings Program (Program), Contractor agrees to the following:

- Comply with the requirements of the Program Manual
- Provide accurate Program information to San Diego Community Power (Community Power) customers based on the Program requirements available on Community Power's website or distributed by Community Power staff
- Have all Program staff attend the mandatory, in-person training on program design, processes, marketing, and communication.
- Uphold a professional degree of workmanship.
- Follow all Program rules and work with Community Power staff in a professional manner.
- Submit and complete all Program documentation required for project and incentive payment approval accurately and within a timely fashion.
- Obtain all appropriate permits to facilitate the installation of solar and storage or add-on storage to an existing solar system.
- Complete interconnection applications properly.
- Track project timelines and request extensions from Community Power, if needed.
- Maintain all required licenses, insurance, and certifications to install the battery storage system and any required manufacturers' training.
- Honor a minimum ten-year workmanship warranty.
- Respond to outages or performance issues within a reasonable timeframe and in accordance with warranty.
- Follow the appropriate Program timeline, keeping Community Power staff informed if there are delays.
- Strive for customer satisfaction throughout the process and at customer completion.
- Ensure quality and safety for all participants.
- Stay aware of all battery operations and share details with Program participant on battery expectations.
- Maintain knowledge of approved battery products within the Program.
- That Community Power will not pay or otherwise compensate in any way Contractor for participating in the Program, but the benefit received is the corresponding opportunity for Contractor to profit from the sale of battery and/or solar equipment and services to Program participants.

By signing this document, Contractor warrants and represents that all information provided in this application is accurate and complete. Additionally, Contractor agrees to comply with the Program requirements, including those listed in the Program Manual.

Signature: ______________________________

Print Name: ______________________________

Title: ______________________________ Date: ______________________________

Appendix C. Battery Product Application and Battery Manufacturer Agreement

Battery Product Application for Solar Battery Savings Program

SAN DIEGO COMMUNITY POWER

Battery Product Application - San Diego Community Power Solar Battery Savings Program

Submit this form for each battery model you would like to be considered for inclusion in the program.

What is the battery make and model? *

0/255

What inverter models can this battery pair with? *

List all compatible inverters, including the nominal power rating for each.

0/2000

What is the battery total nameplate capacity in kilowatt-hours (kWh)? *

This is the maximum amount of energy the battery can store when fully charged.

What is the battery nameplate usable capacity (kWh)? *

This is the maximum usable energy without significantly reducing battery life, factoring the battery depth of the charge and efficiency losses.

What is the battery nameplate power rating in kilowatts (kW)? *

What is the battery nominal power rating (kW)? *

Factor in any limitations imposed by the inverter or efficiency losses (nameplate kW - P=IV).

What is the inverter efficiency percentage? *

What percent is the battery single cycle round-trip efficiency (RTE)? *

What is the single cycle RTE value above? *

- California Energy Commission (CEC)-Listed
- Self-Attested

What is the battery cell chemistry? *

Lithium iron phosphate (LFP), nickel manganese cobalt (NMC), etc.

How many years is the battery product warranty? *

Battery Manufacturer Enrollment for Solar Battery Savings Program

SAN DIEGO COMMUNITY POWER

Battery Manufacturer Enrollment Form - San Diego Community Power Solar Battery Savings Program

This form begins the application process for battery manufacturers and their products to be considered for approval in the Solar Battery Savings (SBS) program. Each battery product must be submitted separately through the Battery Product Application.

Legal business name *

0/255

Primary business brand name (if different from above)

Business headquarters address *

Search for a location

Business website *

Primary business contact name *
Person responsible for signing contracts, setting strategy, etc.

Primary business contact title *

Primary business contact email *

Primary business contact phone *

Primary technical contact name *
Person responsible for supporting distributed energy resource management system (DERMS) integration, application programming interface (API) questions, battery technical support, etc.

Primary technical contact title *

Primary technical contact email *

Primary technical contact phone *

Customer support escalation contact name *
Person for high-level customer issues that Community Power may need to escalate (if there's no specific person, provide the department or another descriptive label)

Battery Manufacturer Agreement

This agreement (Agreement) is entered into as of [______________________] (the "Effective Date") by and between [________________________________] (Battery Manufacturer) and San Diego Community Power (Community Power), 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. In consideration of Battery Manufacturer's participation in Community Power's Solar Battery Savings Program (Program), Battery Manufacturer agrees to use commercially reasonable efforts to maintain and make available to Community Power's selected Distributed Energy Resources Management System (DERMS) vendor all APIs, software, and other services (Manufacturer's Platform) necessary to both monitor and control enrolled and connected battery storage systems (collectively, "Services") as outlined in this Agreement. "Customer" (or "Participant") means the Program participant who have Battery Manufacturer's Program-approved battery installed in their home pursuant to Program requirements. The Services are more particularly described in Section 2.a. and Exhibit A – Scope of Work, attached here and made a part here by this 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 from September 23, 2025 to September 23, 2035. Battery Manufacturer shall complete the Services within the term of this Agreement.

2. **Responsibilities of Battery Manufacturer**
   a. Grid Services. Battery Manufacturer will provide Community Power via its DERMS provider, for the lesser of (1) the duration of Customer's participation in the Program, or (2) 10-years from when Customer's battery becomes operational, access and control of the Customer's battery to operationalize into the Program, as described in Exhibit A – Scope of Work. Battery Manufacturer will make reasonable efforts to ensure monitoring and control is available for properly functioning and connected devices, and if there is downtime planned, notify Community Power and/or DERMS vendor, appropriately. In the case where the DERMS is unable to access the battery, the Battery Manufacturer will use commercially reasonable efforts to provide the DERMS with the battery performance data once the system is reconnected.
   b. 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 Community Power that the setup for DERMS integration will conform to the specifications set forth in Exhibit A.
   c. Coordination of Services. Battery Manufacturer agrees to work closely with Community Power staff in the performance of Services and shall be available to Community Power's staff at commercially reasonable times.
   d. 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 it commits in connection with Services. If the Battery Manufacturer performs any work with actual knowledge it is to be contrary to such laws, rules, and regulations and without giving written notice to Community Power, Battery Manufacturer shall be solely responsible for all costs arising therefrom.
   e. Operational Continuity. Battery Manufacturers is responsible for maintaining the Program eligibility, as outlined in this Agreement, and making commercially reasonable efforts to ensure that all incentivized devices are properly operating and reporting into the Battery Manufacturer's remote monitoring platform including continued integration with Community Power's selected DERMS provider. If Community Power selects a new DERMS provider during the term of this agreement or its existing DERMS providers materially changes its integration requirements/architecture, Battery Manufacturer will make commercially reasonable efforts to establish, reestablish, or update an integration that meets the requirements of this Agreement. If such an integration cannot be reasonably achieved, Battery Manufacturer will use its own internal management system to meet the remainder of its program obligation, including all operational and reporting requirements.

      If the Battery Manufacturer does not provide operational continuity as outlined above and in Exhibit A for the majority of its devices, the Battery Manufacturer sh all pay Community Power the prorated portion of the upfront incentive payments associated with each impacted battery storage system, except in the case where the Battery Manufacturer terminates the agreement for cause

Table 1

	Year 1	Year 2	Year 3	Year 4	Year 5
Incentive Refund Amount	100%	80%	60%	40%	20%

3. **Fees and Payments**
    a. No Compensation. Community Power will not pay or otherwise compensate in any way Battery Manufacturer for providing the Services, but the consideration received by Battery Manufacturer is the opportunity to increase the market adoption of batteries approved for the Program in Community Power's service territory.
4. **General Provisions**
    a. Ownership of Materials and Confidentiality.
        i. Access Restrictions. Community Power will not (a) use the Customer battery performance data for the benefit of, anyone other than Community Power; (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 that will harm in any way Battery Manufacturer's products.
        ii. Intellectual Property. All materials and documents, including intellectual property, 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. Nothing in this Agreement shall be construed as transferring any ownership, title, or interest in any intellectual property rights of either party to the other party and this Agreement does not grant any implied licenses by estoppel, implication, or otherwise.
        iii. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data provided by one party to the other in connection with the performance of this Agreement shall be held confidentially by the receiving party. Such materials shall not, without the prior written consent of disclosing party, be used by the receiving party 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 the receiving party which is otherwise known to the receiving party or is generally known, or has become known, to the related industry shall be deemed confidential. Battery Manufacturer shall not use Community Power'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 Community Power.
        iv. Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall work in good faith to 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. Indemnification. To the fullest extent permitted by law, Battery Manufacturer shall defend, indemnify and hold Community Power, its officials, officers, employees, volunteers, and agents free and harmless from any and all third-party 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, resulting from any (i) negligent acts, errors or omissions, or (ii) willful misconduct of Battery Manufacturer, its officials, officers, employees, subcontractors, vendors or agents in connection with Battery Manufacturer's breach of this Agreement or breach of applicable laws, including without limitation the payment of all damages, expert witness fees, attorney's fees and other related costs and expenses. Battery Manufacturer shall pay and satisfy any judgment, award or decree that may be rendered against Community Power or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Battery Manufacturer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Battery Manufacturer, Community Power, its officials, officers, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Battery Manufacturer's indemnity obligations are conditioned upon Community Power (i) providing prompt written notice of the claim, (ii) providing full cooperation in defense of the claim, and (iii) permitting Battery Manufacturer to control the defense and/or settlement of any claim, except Battery Manufacturer may not enter into any settlement of a claim without Community Power's consent if such settlement attributes liability to Community Power.
        vii. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT AND (II) EACH PARTY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED ONE

MILLION DOLLARS ($1,000,000 USD). THE FOREGOING WILL NOT APPLY TO (I) EITHER PARTY'S BREACHES OF THE CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, (II) EITHER PARTY'S MISAPPROPRIATION OF THE OTHER'S INTELLECTUAL PROPERTY; (III) EITHER PARTY'S BREACH OF APPLICABLE LAW, (IV) EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD; OR (V) REPAYMENT OF INCENTIVES AS OUTLINED IN SECTION 2(e).

viii. 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.

ix. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Diego County.

x. Community Power's Right to Work with Other Battery Manufacturers. Community Power 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 Community Power. 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. Community Power will only obtain data or information from, or control any product, for which the owner and (if different) the occupant of the property has given written consent. If consent is revoked, Community Power will notify Battery Manufacturer no later than the effective date of the revocation. In connection with the Program, the Battery Manufacturer and Community Power will comply with (a) their respective obligations under this Agreement, and (b) all laws and regulations applicable to such 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, Community Power will use commercially reasonable efforts to prevent unauthorized access to data shared by Battery Manufacturer.

e. Construction; References; Captions. 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 Community Power 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, and may be signed electronically via Adobe Sign or DocuSign.

5. **Termination.** Either party may terminate this Agreement for cause 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; or (ii) becomes insolvent, or institutes or has instituted against it insolvency proceedings, or admits in writing its inability to pay its debts generally, or any proceeding is instituted by or against is seeking protection under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property. Additionally, either party may terminate this Agreement for convenience by providing the other party sixty (60) days prior written notice. If the Battery Manufacturer terminates this Agreement for convenience, the requirements of Section 2(e) shall apply.

SAN DIEGO COMMUNITY POWER	[BATTERY MANUFACTURER]
By: ______________________	By: ______________________
Printed Name: ______________________	Printed Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

APPROVED AS TO FORM:

____

SDCP General Counsel

Exhibit A: Scope of Work

The Battery Manufacturer shall ensure its battery systems and supporting software can fully operationalize the program within Community Power's designated Distributed Energy Resource Management System (DERMS). This includes meeting the following requirements for DERMS integration and data reporting.

1. **DERMS Control and Telemetry Requirements**
   Notwithstanding any existing integration with Community Power's designated DERMS provider, the Battery Manufacturer's Application Programming Interface (API) must provide the command, control, and telemetry functionalities necessary for program participation. At a minimum, the integration must enable the DERMS to perform the following actions for each individual enrolled battery system:

   - Granular Dispatch Control: Allow for the dispatch and control of enrolled batteries at a sub-fleet level, based on a commercially reasonable number of geographic or distribution system aggregations.
   - Override of Local Settings: Override the battery's default operational mode (e.g., Self-Consumption, Time-of- Use) to execute a scheduled grid services dispatch event and automatically return the battery to its previous mode upon completion of the event.
   - Availability of Nominated Energy: ensure that customer has access to available non-nominated battery capacity prior to event start, for normal operating modes, while ensuring that nominated capacity is available when event period begins
   - Flexible Dispatch Commands: Accept and execute dispatch commands based on 50% of the battery's usable capacity over a specified time window.
   - Respect for Customer Settings: Automatically cease any dispatch command and honor the Customer-defined backup power reserve percentage. The system must prioritize this Customer setting, even if the dispatch command has not been fully completed.
   - Telemetry: Ability to provide near real-time telemetry data (at a minimum15-minute granularity) to the DERMS such that Community Power has the ability to:
     - View/analyze/export battery performance data, including but not limited to:
     - State of charge (%)
     - Current power output/input (kW)
     - Interval energy output/Input (kWh)
     - Derive operational status (e.g., charging, discharging, standby, faulted)

Appendix D. Acknowledgement of Program Participation Eligibility

Acknowledgement of Program Participation Eligibility

San Diego Community Power Solar Battery Savings Program

I, the undersigned, hereby declare that the following is true and correct:

1. I am a duly authorized representative of the third-party ownership (TPO) provider responsible for the energy storage system installed at the following project site:

Project Site Address: ______________________________

Customer Name: ______________________________

2. I affirm that the above-referenced energy storage system is authorized to participate in the San Diego Community Power (Community Power) Solar Battery Savings Program, as outlined in the most current Program Manual.
3. I further certify that this energy storage system is not enrolled and will not be enrolled in any other grid services programs, including but not limited to demand response, virtual power plants, capacity markets, or wholesale energy markets, for a minimum of five years after the system has been operationalized in the program, unless and until such enrollment is explicitly authorized in writing by Community Power, in accordance with Section 8 of the Program Manual.

TPO Provider Company Name: ______________________________

Name of Authorized Signatory: ______________________________

Title: ______________________________

Signature: ______________________________

Date: ______________________________

Contact Email: ______________________________

Phone Number: ______________________________