

ADDENDUM TO CUSTOMER AGREEMENT

Retail Energy Storage Incentive Program



NYSERDA

All Participating Contractors must incorporate this Addendum into the agreement between the Contractor and Customer (Agreement) for each energy storage project receiving incentives. This Addendum is only required for projects sited with an identified customer directly benefitting from the project, which includes projects sited with customer load (behind-the-meter) and remote net metered projects. This Addendum is not required for certain front-of-the meter projects, such as community distributed generation (CDG or community solar) plus energy storage projects. Participating Contractors should contact NYSERDA with any questions.

The following terms will apply to NYSERDA supported energy storage projects under the Retail Energy Storage Incentive Program:

Attorney Consultation: The Agreement to which this Addendum is attached and made part is a legally binding document; you may wish to consult with an attorney before signing.

Conflicting Terms: In the event of a conflict between the terms in any other contractual instrument between the Contractor and Customer and the terms of this Addendum, the terms of this Addendum shall control.

Assumption of Responsibilities: Should the Contractor or owner of the energy storage system sell or transfer ownership of the energy storage system during the term of the Agreement, the Contractor/owner agrees that it will alert Customer in advance of such transfer or sale, and that, during the duration of the term of the Agreement, either: (1) the Contractor will remain responsible to the Customer for all obligations and responsibilities stated herein, or (2) under the agreement of sale the buyer will assume all responsibilities to Customer stated herein, if applicable.

Incentives: Incentives are only available for the installation of new grid-connected energy storage systems. Incentives are reserved at the incentive level in effect at the time of application submission. Incentives will not be provided directly to Customers but are paid to the Contractor, who must apply the entire approved amount to the Customer's cost via a corresponding reduction in Customer's Total System Cost or total payments. The Contractor is required to disclose the full amount of the NYSERDA incentive to the end-use customer. The Contractor is not permitted to collect the value of the incentive upfront and reimburse the customer upon completion of the project, or upon receipt of the NYSERDA incentive. The Project Invoice will be submitted by the Contractor in one milestone payment: 100% once the system has received all siting and permitting approvals, the system has been interconnected, and has completed NYSERDA's Quality Assurance requirements.

Inspection/Reporting/Commissioning: For quality control purposes, all parties including the Customer must provide NYSERDA or its representative with reasonable access to the energy storage system in order to conduct site inspections or remote monitoring services. Final incentive payment may be contingent on NYSERDA inspection of the installed energy storage system.

Publicity and Site Events: Customers and Contractors are required to collaborate with NYSERDA's Director of Communications should they prepare any press release or plan any news conference related to the energy storage system. NYSERDA is authorized to use energy storage system photographs in brochures, on its website, and in other print materials.

Tax Incentives: Customers are encouraged to consult the Internal Revenue Service (See www.irs.gov), the NYS Department of Taxation and Finance (See www.tax.ny.gov), and with an accountant/tax adviser/tax attorney for details on the availability of and eligibility for tax credits and/or property tax exemptions. Customers are encouraged to do so regardless of whether the Contractor has provided information regarding the expected tax benefits of the project. This includes tax issues associated with real property, federal or state tax incentives, or sales and use tax exemptions.

Consumer Information: New York consumers and customers are encouraged to consult the New York State Office of the Attorney General web site for consumer information: www.ag.ny.gov

The NYS Consumer Protection Board offers additional information with the following publications: www.dos.ny.gov/consumerprotection/publications.html

The Department of Public Service requires that distributed energy resource providers register with the Department. Additional consumer information is available on their website: <http://www3.dps.ny.gov/W/PSCWeb.nsf/All/EAB5A735E908B9FE8525822F0050A299?>

Customer authorizes NYSERDA to add Customer to the mailing lists and to share Customer's information with New York State government and other entities doing business on NYSERDA's behalf. Customer reserves the right to unsubscribe at any time.

Communication with Customer: Contractor and Customer agree that NYSERDA may, at NYSERDA's discretion, communicate by voice and/or written format with any energy storage system Customer with respect to any matter relevant to a proposed or installed energy storage system. Such communications may be in reply to an inquiry from a Customer or at NYSERDA's initiation.

Disclaimer: The Customer understands that neither NYSERDA nor the State of New York: (1) endorse any Contractor; or (2) guarantee, warranty, or in any way represent or assume liability for any work proposed or carried out by a Contractor. Additionally, NYSERDA is not responsible for assuring that the design, engineering and construction of the project or installation of any energy storage system is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the energy storage system, or the adequacy or safety of such measures.

Cost Estimate/Total System Price: The Customer has relied upon the Contractor to include any and all costs associated with the complete installation of the proposed energy storage system in the Agreement. If additional costs are sought from the Customer, the Agreement may be cancelled without penalty and the Customer may seek a full refund of any deposit paid to Contractor or costs the Customer incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Incentive Estimate: If the Contractor does not submit a completed Project Application to NYSERDA, or if the Project Application (a) is not approved by NYSERDA or (b) if NYSERDA approves a lower incentive, the Customer may terminate the Agreement without penalty and seek a full refund of any deposit paid to Contractor or costs he or she incurred under the Agreement, less any reasonable site visit fees charged by the Contractor.

Approved System Design: NYSERDA may review the design of the energy storage system, considering issues including, but not limited to, system layout, expected output, etc. NYSERDA approval of the Project Application is contingent on adherence to the proposed system design. Contractors must receive approval

from NYSERDA for any material modification of the proposed system or its components, or the incentive may be revoked.

System Warranty for Purchase Agreements: Storage equipment must consist of commercial products carrying at least a 10-year manufacturer warranty. The warranty must cover the entire energy storage system including ancillary equipment and power electronics. The Contractor shall provide the customer with information on any additional or extended warranties that may be applicable.

Energy storage system completion/commissioning: The Contractor agrees to complete the installation of the energy storage system, and request all necessary inspections, within 730 days of NYSERDA's approval of the Project Application. Unless written approval of an extension has been issued by NYSERDA, NYSERDA's approval of the incentive for the project will be canceled.

General Business Law: If this Agreement is deemed to be a Home Improvement Contract under the NYS General Business Law §770, et seq., Customer is entitled to various notices. A description and explanation of this law can be accessed at <http://www.dec.ny.gov/lands/5341.html>. This Agreement may also be subject to the federal Consumer Leasing Act (15 USC 1667 et. seq). <http://www.federalreserve.gov/boarddocs/supmanual/cch/leasing.pdf>

Statement of Acknowledgement: By signing, all parties acknowledge that they have read and understand all of the above information and requirements and agree to abide by them.

Contractor: By signing below, the Contractor confirms that there is a fully-executed Agreement to install the energy storage system that has been signed by both Contractor and Customer and that the costs and incentives stated on the NYSERDA approved application for incentive funding are complete and accurate. The Contractor is responsible for keeping this document on file. NYSERDA may request, at any time, that a signed copy of this Addendum be provided. Contractor further attests that the customer signature appearing below is the true and genuine signature of the customer and that it was affixed to this document on the date indicated.

Print Customer Name _____

Customer Signature _____ **Date** _____

Contractor Company Name _____

Contractor Name (Print) _____

Contractor Signature _____ **Date** _____