



COMMERCIAL AND INDUSTRIAL (C&I) CUSTOMER TERMS AND CONDITIONS and DATA RELEASE

Version 8/1/2022

This Energy Storage Solutions Data Release and Terms & Conditions Agreement is expressly incorporated into the battery energy storage system (BESS) sales agreement between the Customer and the Eligible Contractor (Contractor) or Third-Party Owner (TPO). This Data Release must be signed by all C&I Customers participating in Energy Storage Solutions. In the event of any conflict between this Data Release and any other terms and conditions agreed to by the Customer, this Data Release shall control.

Energy Storage Solutions is overseen by the Public Utilities Regulatory Authority (PURA), is paid for by ratepayers, and is administered by the Green Bank, Eversource, and UI

WHY WE NEED A RELEASE – For Connecticut Green Bank, Eversource and United Illuminating (collectively “Program Administrators”) to accurately measure performance in Energy Storage Solutions (Program), we need access to battery energy storage system (BESS) performance data (Data). This Data will allow us to aggregate and understand Customer benefit and ensure compliance with Program rules. This Data will also be used by Program Administrators to evaluate the effectiveness of the Energy Storage Solutions incentives. We take the security and privacy of your information very seriously. The Program Administrators will protect the confidentiality of your Data in compliance with all applicable laws. Data may be anonymized and released in the aggregate for research purposes, but we will never release personal data, and we will never sell or rent aggregated data.

BESS PERFORMANCE DATA RELEASE – As the Customer associated with this BESS, I hereby authorize and give permission to the Program Administrators named above to use the Data in connection with calculating estimated and actual benefits and for evaluating the effectiveness of the Program. This permission is given for 1) my historic energy usage and monthly and total amount of energy used at my utility service address; 2) my BESS performance including active and passive dispatch event participation; and 3) program-related information. In addition to the use of the Data for the evaluation of the Program, the Data may also be anonymized and released in the aggregate.

PROGRAM DATA RELEASE – As a recipient of incentives supported by the Program Administrators, including the Connecticut Green Bank, a quasi-public agency of the State of Connecticut, I hereby authorize Connecticut Green Bank and other Program Administrators named above to access my Data and release it to program partners for confidential use in connection with calculating estimated and actual energy savings, evaluation of the effectiveness of this product, and understanding performance of this type of incentive in the aggregate; and, in addition, I authorize Connecticut Green Bank to use my anonymized data or anonymized aggregated Data.

RELEASE PERIOD – This authorization covers Data for the period starting 18 months before the date below and ending at the time of decommissioning of the BESS.

TERMS & CONDITIONS – The Energy Storage Solutions Eligible Contractor or Third-Party Owner (TPO) agrees to and will incorporate the following terms into each agreement / lease / power purchase agreement between the Contractor and Customer and/or TPO if an Energy Storage Solutions incentive is requested, and will ensure that Customer provides signature as proof of agreement to these terms:

1. Neither the Connecticut Green Bank, Eversource Energy, United Illuminating (Program Administrators) nor the State of Connecticut: (1) endorses the workmanship of any Contractor; nor (2) guarantees, warranties, or in any way represents or assumes liability for any work proposed or carried out by a Contractor. Additionally, the Program Administrators are not responsible for assuring the design, engineering, and construction of any BESS is proper or complies with any particular laws, regulations, codes, licensing, certification and permit requirements, or industry standards. The Program Administrators do not make any representations of any kind regarding the results to be achieved by the system or the adequacy or safety of such measures.
2. Where applicable, Contractor shall pass on to the Customer 100% of the Upfront Incentive as an up-front reduction in the total price of the BESS.
3. Customer understands that completing this Data Release and Terms & Conditions Agreement does not guarantee approval for incentive(s) or participation in the Program.
4. No BESS receiving Upfront and/or Performance-Based Incentives shall be removed from the State of Connecticut for the 10 years of the Energy Storage Solutions program contract.
5. Contractor and/or TPO and Customer agree to install a revenue-grade meter and an approved web-based monitoring system on the BESS and maintain working connection with the Distributed Energy Resource Management System (DERMS) dispatch platform for the useful life of the battery energy storage system.
6. Contractor and/or TPO and Customer acknowledge that the Program Administrators maintain the right to inspect all BESS prior to disbursement of incentive payment. Customer should make reasonable effort to coordinate with the inspector to allow inspection to take place.
7. Contractor and/or TPO and Customer acknowledge that the Connecticut Green Bank is a public agency for purposes of the Connecticut Freedom of Information Act (FOIA). Any material submitted to the Green Bank will be considered a public record and will be subject to disclosure under FOIA. Under Connecticut General Statute §1-210(b) and § 16-245n(d), FOIA includes exemptions for trade secret and commercial or financial information given in confidence. Only the particular information falling within a statutory exemption can be withheld by the Green Bank. In no event shall the Green Bank or any of its officers, directors or employees have any liability for the disclosure of documents or information in the Green Bank's possession where the Green Bank, or such officer, director or employee in good faith believes the disclosure to be required under FOIA or other law.
8. In consideration for participation in the ESS, Customer does hereby disclaim, release, and forever discharge the Program Administrators, their officers, board, and employees jointly and severally from any and all actions, causes of actions, claims and demands for, upon, or by reason of any damage, loss, or injury, which hereafter may be sustained by Customer for participating in the Program.
9. Contractor and/or TPO and Customer agree that the Program Administrators shall have access to all dispatch and energy data generated from the BESS, either directly from the BESS or through a Distributed Energy Resource Management System (DERMS) for the useful life of

