

TERMS AND CONDITIONS and DATA RELEASE

for Residential and Commercial & Industrial customers to participate in



EVERSOURCE



Version 4/1/2026

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

Welcome to the Energy Storage Solutions (“Program”). By becoming a Participant of the Program, you may reduce stress on the grid in your electricity service area. By participating in the Program, you may be eligible to receive the Incentive described below, subject to these Program Terms and Conditions (“**Terms**”). To become a Participant in the Program, you must submit an application to, and have it accepted by, both the Sponsor and the Program Administrators via an Eligible Contractor or Eligible Third-Party Owner, or via Self-Enrollment where applicable. You must have an installed and operational Battery Energy Storage System (“**BESS**”) that is pre-approved by the Program Administrators to participate in this Program.

Binding Agreement. By applying for the Program, you agree to comply with and be bound by these Terms if your application is accepted and approved by the Sponsor and the Program Administrator. However, in the event your application is not accepted or approved, you will not be subject to these Terms. Failure to comply with these Terms may result in your unenrollment from the Program. The decisions of the Sponsor and the Program Administrator regarding your eligibility to participate are final and binding in all respects. Program Administrators reserve the right in their sole discretion to unenroll any Participant for, among other things: (1) tampering or attempting to tamper with the operation of the Program; or (2) violating these Terms or the terms and conditions of use of any of Sponsor Parties’ property or service. **Any false information provided within the context of the Program by any Participant is a violation of these Terms and may result in the immediate unenrollment of a Participant and forfeiture of any Incentive.**

About the Program. Energy Storage Solutions (“**Program**”) is a voluntary incentive program offered to residential and commercial customers of The Connecticut Light and Power Company d/b/a Eversource Energy (Eversource) or The United Illuminating Company (UI) who install eligible BESS. The Program supports BESS connected to the electric distribution system that will provide benefits to the grid including ancillary services, peak shaving, support for the deployment of other distributed energy resources, and resilience. The Program was established

by the Connecticut Public Utilities Regulatory Authority (“**PURA**”) through Docket No. 17-12-03RE03. Participants may qualify for Enrollment Incentives and ongoing Performance Incentives for their participation in the Program.

Applicants whose applications to participate in the Program are accepted by the Program Administrators (“**Participants**”, “**you**”, and “**your**”) and who fully comply with these Terms may receive an incentive or incentives, as set forth below (“**Incentive(s)**”), to be provided to you by Program Administrators. Incentive rates and amounts will be communicated to you via Reservation Letter. To receive the Incentive(s), you must be accepted as a Participant by the Sponsor and Program Administrator, and your participation must not be withdrawn or terminated. Acceptance of these Terms does not guarantee eligibility or approval for the Program or any Incentive thereunder.

Definitions. In the context of these Terms,

- The Program is Administered by the Connecticut Green Bank, Eversource, and UI (collectively, “**Program Administrators**”)
- The Program is Provided by the Sponsors. “**Sponsor**” means:
 - **Uplight, Inc.**, 2490 Junction Place, Suite 300, Boulder, CO 80301 (for UI residential and all commercial customers) and
 - **EnergyHub, Inc.**, 41 Flatbush Avenue, Suite 400A, Brooklyn, NY 11217 (for Eversource residential customers)
- “**BESS**” means your battery energy storage system
- “**BESS Aggregator**” means the entity responsible for the coordination of BESS participating in Dispatch Events within the Program, working as an intermediary between the DERMS and the BESS Operator.
- “**BESS Operator**” means the entity responsible for the coordination of the BESS participating in Dispatch Events within the Program
- “**Confirmation of Enrollment**” means a Letter issued via email communication by Connecticut Green Bank to you to formally confirm your enrollment in the Program, including the applicable incentive amounts and rates.
- “**DER**” means distributed energy resource
- “**DER Vendor**” means the entity that controls your BESS. This is typically the original equipment manufacturer (OEM) but may also be a **BESS Aggregator** or **BESS Operator**.
- “**Device**” means your BESS, which can be monitored and operated during the Program by DER Vendor’s network operations center.
- “**Dispatch Events**” mean times during the Program Period when the DER Vendor will control Participant’s Device(s) (on behalf of the Sponsor Parties) to signal the Device to discharge or change its mode of operation, change device mode, setpoint, or other settings, as applicable.
- “**Eligible Contractor**” means a qualified contractor who has been approved by the Energy Storage Solutions Program Administrators
- “**Eligible Third-Party Owner**” means a qualified Third-Party Owner who has been approved by the Energy Storage Solutions Program Administrators. Eligible Third-Party Owners may be entitled to Incentives in lieu of the Participant.
- “**Enrollment Incentive**” means a one-time Incentive offered to eligible Participants or Eligible Third-Party Owners (where applicable) via an Eligible Contractor as an upfront cost

reduction. Enrollment Incentives are calculated based on the energy capacity of the BESS. Current rates are posted at energystorageCT.com/incentives.

- **“FAA”** means the Federal Arbitration Act.
- **“Incentive”** means an incentive offered to you or an Eligible Third-Party Owner for participation in the Program as (1) a one-time Enrollment Incentive, (2) an ongoing Performance-Based Incentive, or (3) both.
- **“Participant”** means an applicant that has been accepted into the Program by the Program Administrators.
- **“Performance Incentive”** means an incentive paid to the Participant (or another party as designated by the Participant) on an annual basis following the Summer Season, or on a seasonal basis following the Summer and Winter Seasons based on performance in Program.
- **“Program”** means the Energy Storage Solutions Program. **“Program Data”** means data related to your identity, your Dispatch Event opt-in or opt-out status, your energy usage and/or energy production, your Program Administrator account, your electricity bill, and operational data about your Device(s).
- **“Program Manual”** means the Program Manual published by the Program Administrators at energystorageCT.com/contractor-resources, as may be amended, supplemented, or otherwise modified from time to time.
- **“Program Period”** means the Participant’s ten-year enrollment term in the Program, as described in the Program Manual. The Summer Season runs from June 1st – September 30th; the Winter Season runs from November 1st – March 31st.
- **“Reservation Letter”** means a Letter issued via email communication by Connecticut Green Bank to you to reserve capacity in the Program, including the applicable incentive amounts and rates, for a project to participate in ESS.
- **“Service”** means the connection between your Device(s) and the DER Vendor platform.
- **“Sponsor Parties”** means Sponsor, DER Vendor, and Program Administrators, their respective successors and assigns, and each of their respective affiliates, agents, directors, officers, and employees.
- **“Terms”** means these Program Terms and Conditions.
- **“Vendor Fee”** means any fee taken by a BESS Operator or Aggregator in exchange for operating a customer’s BESS, either as a flat rate or a percentage of performance incentives paid.

Application Consent by Participant. By submitting an application to enroll as a Participant, you authorize the Sponsor Parties to 1) collect and exchange data related to your identity, your Dispatch Events opt-in or opt-out status, your energy usage and/or energy production, your Program Administrator account, your electric bill, and operational data about your Devices, including any such data for the period of up to eighteen months prior to the date of Participant’s enrollment (collectively, “Program Data”), solely for the purposes of determining your eligibility for the Program and operating the Program; 2) review and analyze all of your Program Data for the purposes of the Sponsor Parties fulfilling their obligations under the Program and applicable law, improving the Program and as otherwise permitted by applicable law, and to exchange conclusions with each other and publish results based on those conclusions, provided that they treat all such Program Data in accordance with their respective privacy policies; 3) automatically signal your Devices to take part in Dispatch Events for this Program or for general system testing purposes; 4) send you emails, text messages and other notifications related to the Program,

including about your enrollment status and Program-related adjustments to your Devices; 5) send you emails, text messages and other notifications related to surveys about the Program and to share your responses to such surveys among the Sponsor Parties; 6) summarize the results of the Program in publicly-available studies, provided that any Program Data included in such studies will be anonymous such that you are not individually identifiable. In the event that Participant unenrolls, withdraws or the Program is terminated, the Sponsor Parties shall be permitted to use any of the Participants Program Data which was gathered prior to such date in accordance with these Terms. See Privacy Notice below for further detail.

Eligibility and Enrollment. You may apply to become a Participant and participate in the Program if you meet the following eligibility criteria and do the following:

- You must be at least 18 years of age;
- You must have one or more Devices that are compatible with and connected to the DER Vendor platform (“Service”) and compatible with the Program design;
- Maintain an active account in good standing on the Service and a continuous connection between your enrolled Devices and the Service;
- Assist Sponsor Parties’ support personnel in troubleshooting and resolving connectivity, firmware and other Device-related issues;
- Have an active electric account with Eversource or UI in the state of Connecticut;
- Have a Home Energy Solutions or equivalent energy efficiency auditor conduct an audit of the location of the Device prior to the disbursement of any Incentive; and
- Grant the Program Administrators the right to inspect the Device prior to the disbursement of any Incentive if you have opted into an inspection; and
- Remain in compliance with any Program requirements.

Program Period. The Program will run for the Program Period. You may request to be re-enrolled in subsequent Program Periods at the Program Administrators’ discretion, subject to the then-current Terms for the Program. You may unenroll from the Program at any time without penalty.

Program Description. Participant agrees to allow DER Vendor, on behalf of the Sponsor Parties, to control the Participant’s Devices during the Program Period. Such adjustments are referred to as “Dispatch Events.” Dispatch Events may signal the Device to discharge or change its mode of operation, change device mode, setpoint, or other settings. For certain types of services offered by the Sponsor Parties, a Dispatch Event may occur even if the Device is in any kind of hold mode at the start of the Dispatch Event. Participant may opt out of a current or future Dispatch Event at any time by directly adjusting the Device or contacting DER Vendor.

How to Apply. You can apply to participate in the Program through an Eligible Contractor or Eligible Third-Party Owner, or via your DER Vendor subject to availability. The Sponsor Parties may accept or reject your application based on your eligibility in their discretion and according to the then-current Program Manual, available at www.energystorageCT.com/contractor-resources. Upon acceptance of your application, you will receive a Reservation Letter via email communication from the Connecticut Green Bank. Upon completion of your enrollment, you will receive a Confirmation of Enrollment via email communication from the Connecticut Green Bank to confirm your enrollment in the Program.

How to Withdraw. Once you are accepted as a Participant in the Program, you may withdraw by emailing the Connecticut Green Bank at the contact address specified below. Withdrawal will not affect the other services provided by the Sponsor Parties to you.

Program Termination. Sponsor's ability to offer the Program is contingent on receiving certain approvals and acceptances from Program Administrators. If such approvals and acceptances are withheld or withdrawn, or if the Program is declared unlawful, the Program will be terminated along with the Incentive. Further, Sponsor's ability to offer the Program to you is contingent on Sponsor's agreements with DER Vendor, and in the event such agreement(s) terminate for any reason, your participation in the Program will be terminated along with the Incentive. In the event of such termination, DER Vendor may provide notice to you by email, and Sponsor may provide notice at www.energystorageCT.com. Termination of the Program will not affect any payment obligations you may have for your DER Vendor Device, and your DER Vendor customer agreement will remain in effect.

Disqualification. The Sponsor Parties may terminate your participation in the Program and Incentive at any time and without liability upon notice to you via email if you violate these Terms or applicable law, if you do not comply with any reasonable request from a Sponsor Party in connection with this Program, if your Program Administrator declares you ineligible for the Program, if your account with Sponsor or DER Vendor is no longer in good standing, or if you do not maintain a continuous connection between your enrolled Device(s) and the Service. If you enroll in a conflicting energy program through Sponsor Parties, Sponsor may terminate your participation in the Program without liability and without notice. Disqualification from the Program will not affect any payment obligations you may have for your DER Vendor Device, and your DER Vendor customer agreement will remain in effect.

Privacy Notice. By participating in the Program, you agree that the Sponsor Parties may collect your personal information or data and that if they cannot collect the required information or data, you may not be eligible to participate in the Program. Sponsor Parties will administer your personal information and usage data consistent with these Terms and each company's then-current privacy policy. Sponsors' privacy policies are located at: energyhub.com/privacy-policy; uplight.com/privacy-policy; eversource.com/residential/about/privacy-policy; uinet.com/privacy-notice; ctgreenbank.com/privacy-policy/.

Connecticut Green Bank ("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.

Changes in Your Electricity Costs. Sponsor Parties are not responsible for any changes in your electricity costs during the Program.

Information. You represent and warrant to Sponsor that the information you provide to Sponsor while applying for and during the course of the Program is accurate and complete, and you agree to promptly notify Sponsor if any information you provided during your application for the Program has changed.

General Conditions. This Program is governed by the laws of the State of Connecticut without regard to its applicable principles of conflicts of law. The Sponsor Parties' failure to enforce any term of these Terms shall not constitute a waiver of that provision. THE SPONSOR PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY INCORRECT OR INACCURATE PROGRAM APPLICATION INFORMATION, AND ASSUME NO RESPONSIBILITY FOR (I) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF THE PROGRAM MATERIALS OR THE OFFERING OR ANNOUNCEMENT OF ANY INCENTIVE, (II) ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION AT ANY WEBSITE, (III) FAILURE OF ANY APPLICATION TO BE RECEIVED BY SPONSOR DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, (IV) COMMUNICATIONS LINE, HARDWARE AND/OR SOFTWARE FAILURES, (V) DAMAGE TO ANY COMPUTER OR DEVICE (SOFTWARE OR HARDWARE) RESULTING FROM PARTICIPATION IN THE PROGRAM, (VI) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR PROGRAM APPLICATION INFORMATION, OR (VII) APPLICATIONS WHICH ARE LATE OR LOST, OR (VIII) ANY LOSS OF INCOME DUE TO DEVICE CONTROL. THE PROGRAM ADMINISTRATORS ARE NOT RESPONSIBLE, AND ASSUME NO RESPONSIBILITY OR LIABILITY, FOR: (IX) WORK OR WORKMANSHIP OF ELIGIBLE CONTRACTOR, ELIGIBLE THIRD-PARTY OWNER, OR DER VENDOR, OR (X) ANY DESIGN, ENGINEERING, CONSTRUCTION, PERMITTING, LICENSING, CERTIFICATION, APPROVAL, PERFORMANCE, OR SAFETY OF THE DEVICE. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE PROGRAM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP THE SPONSOR PARTIES (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES) INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES THAT ARISE FROM OR ARE RELATED TO ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU AND/OR TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD THE SPONSOR PARTIES (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES) HARMLESS FROM ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE PROGRAM AND/OR USE OR ACCEPTANCE OF ANY INCENTIVE OTHER THAN FOR: (1) DEATH OR PERSONAL INJURY ARISING AS A RESULT OF SPONSOR'S NEGLIGENCE OR BREACH OF CONTRACT; OR (2) THE SPONSOR PARTIES' FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT. THE SPONSOR PARTIES (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES) HAVE NO LIABILITY TO ANY PARTICIPANT FOR ANY LOSS, DAMAGE, COSTS OR EXPENSE INCURRED AS A

RESULT OF OR IN CONNECTION WITH A PARTICIPANT'S PARTICIPATION IN THE PROGRAM.

If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect. These Terms will be binding on the Sponsor Parties and their respective successors and assigns, and Participant. Participant may not assign these Terms without the written consent of Sponsor whereas Sponsor may assign these Terms to any third party. The Sponsor Parties are not responsible for the policies, actions, or inactions of others that might prevent the Participant from entering, participating, or claiming an Incentive. For the avoidance of doubt, it is specifically understood and agreed that there shall be no personal liability on the part of any affiliates, agents, directors, officers, and employees of each Sponsor Party under these Terms.

These Terms constitute the entire agreement between Sponsor Parties and a Participant relating to the subject matter hereof and supersedes all other such prior or contemporaneous oral and written agreements and understandings.

Arbitration. If you and the Sponsor do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding individual arbitration governed by the Federal Arbitration Act ("FAA"). You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved on an individual basis before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

No Class Action Procedure. Notwithstanding any of the foregoing or any other provision of these Terms, class arbitration or class actions are not permitted under any circumstance. You and the Sponsor agree that, by entering into this Agreement, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Although the non-availability of any form of representative or class proceeding is clear from this Agreement, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the No Class Action procedures provisions above, the federal court located in Connecticut, Connecticut shall have the sole and exclusive jurisdiction to hear and determine the issue.

Changes to the Terms. Sponsor may modify these Terms at any time. We will notify you by email at the most current email address we have on record for you when we make any material changes to these Terms, and the effective date of the modified Terms, which will be after the date of our notice to you. Your continued participation in the Program thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. We will also post the most current version of the Terms on our website specified below and encourage you to check this site frequently.

Acceptance of Agreement. The use of an electronic signature process to accept and sign these Terms, including your indication of acceptance of these Terms by a click-through or click-wrap

process presented on Sponsor’s website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the Sponsor, and the other Sponsor Parties shall be express third party beneficiaries hereof and may enforce the provisions hereof as if they were a party hereto.

Additional Program Details. Additional program details, including contact information for Eligible Contractors, Eligible Third-Party Owners, BESS Aggregators, BESS Operators, and Eligible Equipment providers are available at www.energystorageCT.com. Details regarding specific pre-approved BESS models and Vendor Fees are available at energystoragect.com/submitted_ess_system_status_list/.

Contact information for **Program Administrators** and **Sponsor Parties**:

PROGRAM ADMINISTRATORS

Connecticut Green Bank
75 Charter Oak Ave., Suite 1-103
Hartford, CT 06106
(860) 563-0015
energystorage@ctgreenbank.com

Eversource Energy
107 Selden St., Berlin, CT 06037
(800) 286-2000
energystoragesolutions@eversource.com

UI
100 Marsh Hill Rd., Orange, CT 06477
(800) 722-5584
energystoragesolutions@uinet.com

SPONSOR PARTIES

EnergyHub, Inc. (For Eversource Residential Customers)
41 Flatbush Avenue, Suite 400A
Brooklyn, NY 11217
(718) 522-7051
info@energyhub.com

Uplight, Inc. (For UI Residential Customers and all Commercial Customers)
2490 Junction Place, Suite 300,
Boulder, CO 80301
(720) 921-2100
UI_ESS_support@uplight.com

Customer Signature

Customer Name

Date