

## PROGRAM TERMS AND CONDITIONS

**Welcome to the Connected Solutions Rhode Island Energy Battery Program (“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 Reward described below, subject to these Terms and Conditions (“**Terms**”). To become a Participant in the Program, you must submit an application to, and have it accepted by, Sponsor and the Utility (as each is defined below).

YOU MUST HAVE AN FRANKLINWH BATTERY AND BE AN EXISTING USER OF THE FRANKLINWH ENLIGHTEN SERVICE TO BECOME A PARTICIPANT. PLEASE READ THESE TERMS CAREFULLY. THIS PROGRAM IS VOID WHERE PROHIBITED BY LAW.

**Binding Agreement.** By applying for the Program, you agree to comply with and be bound by these Terms, even if your application is not accepted or approved by the Sponsor (as defined below) and the Utility. Failure to comply with these Terms may result in your disqualification from the Program. The decisions of the Sponsor and the Utility regarding your eligibility to participate are final and binding in all respects. Sponsor reserves the right in its sole discretion to disqualify 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 disqualification of a Participant and forfeiture of any Reward.**

**About the Program.** Applicants whose applications to participate in the Program are accepted by Utility (“**Participants**”) and who fully comply with these Terms may receive the incentive set forth below (“**Reward**”) to be provided to you by Utility. To receive the Reward, you must be accepted as a Participant by the Sponsor and Utility and your participation must not be withdrawn or terminated.

**Definitions.** In the context of these Terms,

- The Program is provided by EnergyHub, Inc., 41 Flatbush Ave, Suite 400A, Brooklyn, NY 11217 (“**Sponsor**”).
- “**FranklinWH**” means FranklinWH Energy Storage Inc.
- “**Provider**” means FranklinWH.
- “**Utility**” means your utility, namely Rhode Island Energy
- “**Sponsor Parties**” means Sponsor, Provider, and Utility, their respective successors and assigns, and each of their respective affiliates, agents, directors, officers, and employees.
- “**Device**” means an FranklinWH battery energy storage system.

**Application Consent by Participant.** By submitting an application to enroll as a Participant, you authorize the Sponsor Parties to 1) collect and exchange the data listed in the Program Data section below associated with you and your Device (collectively, “**Program Data**”), 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 to exchange conclusions with each other and publish results based on those conclusions provided that any such published results will be anonymous such that you are not individually identifiable, provided in all cases that they treat all such Program Data in accordance with their respective privacy policies; 3) automatically adjust your Devices, as required by the Program at times indicated by Utility (as described below) or for general system testing purposes; 4) send you emails related to the Program, including about your enrollment status and Program-related adjustments to your

Devices; and 5) 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. Additionally, you agree that the Sponsor Parties may contact you via email regarding surveys about the Program and that they may share your responses to such surveys among themselves. You acknowledge and agree that the Sponsor Parties may contact you by email regarding the Program at the email address you provided to your Provider. You can revoke your consent to be contacted by the Sponsor Parties as required by applicable law.

**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 FranklinWH Enlighten 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 FranklinWH and Sponsor Parties' support personnel in troubleshooting and resolving connectivity, firmware and other Device-related issues.

**Program Period.** The Program will run for the period set forth below (the "**Program Period**"). You may be automatically re-enrolled in subsequent Program Periods at Sponsor's discretion, subject to the then-current Terms for the Program.

**Program Description.** Participant agrees to allow Program Parties to control the Participant's Devices during the Program Period. Such adjustments are referred to as "**Adjustment Events**." Adjustment Events may change device mode, setpoint, or other settings, as applicable. For certain types of services offered by the Sponsor Parties, an Adjustment Event may occur even if the Device is in any kind of hold mode at the start of the Adjustment Event. Participant may opt out of an Adjustment Event at any time directly by adjusting his/her Device. Your participation in an Adjustment Events will only happen if your Device is in "self-consumption" and "savings" modes both immediately prior to and during the Adjustment Event; Devices in "full backup" mode will not be included in the Adjustment Event. Additional information on Program design and Participant eligibility requirements can be found at <https://www.nationalgridus.com/MA-Home/Connected-Solutions/BatteryProgram>, which may be updated from time to time by the Utility.

**Reward Allocation.** By participating in and remaining enrolled in the Program, you agree that the Reward, if any, earned through your participation will be allocated between you and FranklinWH by Sponsor, effective April 7, 2025. Specifically, 90% of the Reward will be allocated to you as the Participant, and 10% will be allocated to FranklinWH to its cover operational and maintenance costs of the Device(s) and Service. For Participants who joined prior to April 7, 2025, their Rewards remain the same and will not be subject to the aforesaid allocation. This allocation is subject to change at Sponsor's sole discretion in accordance with modifications to the Program or these Terms, as described in the "Changes to the Terms" section below. Your continued participation in the Program following any such change constitutes acceptance of the allocation. Note that Reward is not guaranteed. Reward is contingent upon various factors including but not limited to your Device's performance, utility funding, grid conditions, and the number and duration of events called during the Program Period. The allocation arrangement does not create any agency, partnership, or joint venture between you and FranklinWH or any other party.

**How To Apply.** You can apply to participate in the Program through your Provider or at the program enrollment website specified below. Sponsor and Utilities may accept or reject your application in their sole discretion.

**How To Withdraw.** Once you are accepted as a Participant in the Program, you may withdraw by emailing the Sponsor at the contact address specified below. Withdrawal will not affect the other services provided by the Sponsor Parties to you. By withdrawing, you may render yourself ineligible to receive the Reward, participate in the Program in the future, or participate in other programs offered by Sponsor or Provider.

**Program Termination.** Sponsor's ability to offer the Program is contingent on receiving certain

approvals and acceptances from Utility. If such approvals and acceptances are withheld or withdrawn, or if the Program is declared unlawful, the Program will be terminated along with the Reward. In the event of such termination, Sponsor will provide notice at [www.energyhub.com](http://www.energyhub.com).

**Disqualification.** Sponsor may terminate your participation in the Program and Reward 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 Utility declares you ineligible for the Program, if your account with Provider 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.

**Privacy Notice.** By participating in the Program, you agree that FranklinWH may collect the Program Data (described below), and that if FranklinWH cannot collect the required information or data, you may not be eligible to participate in the Program. You consent to FranklinWH sharing the Program Data with the other Sponsor Parties. FranklinWH will share the Program Data with other Sponsor Parties as needed to administer the Program. Sponsor Parties will protect your personal information and usage data consistent with these Terms and each company's respective then-current privacy policy. Sponsor's privacy policy is located at: <http://www.energyhub.com/privacy-policy>.

**Program Data.** Program Data includes the following:

- First name
- Last name
- E-mail
- Address, City, State, Zip (associated with location and utility account)
- Date on which Device received Utility's permission to operate, after undergoing interconnection and commissioning process
- Battery UUID (unique identifier)
- Battery manufacturer
- Battery model
- Battery charge capacity
- Battery discharge capacity
- Battery storage capacity
- Application Status
- Enrollment Date
- Participant's Utility Account Number
- Battery UUID
- Timestamp
- Battery energy
- Battery power
- Battery SOC (% state of charge)
- Battery stored energy
- Battery mode
- Solar energy production
- Solar power production
- Grid connected
- Connectivity status

**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 Rhode Island without regard to its applicable principles of conflicts of law. The Sponsor's 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 REWARD, (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. 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 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 HARMLESS FROM ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE PROGRAM AND/OR ALLOCATION, USE OR ACCEPTANCE OF ANY REWARD 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 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 Sponsor and its 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 a Reward.

These Terms constitutes the entire agreement between Sponsor 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 the 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 is 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 Arbitration and No Class Action procedures provisions above, the federal court located in New York, New York 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 Provider's website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the Sponsor.

**Additional Program Details.**

- Reward: Summer Season - \$400/kw if enrolled prior to 6/1/24 and you've been in the program less than 5 years; \$225/kW if enrolled after 6/1/24 and you've been in the program less than 5 years. \$200/kW if you've been in the program 5 or more years. Calculation based on average kW discharged over the course of all DR events.
- The Program application for enrollment is available at the following website address: <https://www.franklinwh.com/homeowner/>
- EnergyHub contact information: [rienergy@energyhub.com](mailto:rienergy@energyhub.com).
- Program Period: Summer Program: June 1st – September 30<sup>th</sup>
- The Program Terms are available at the following website: <https://www.franklinwh.com/homeowner/>

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