

**FRANKLINWH ENERGY STORAGE INC.
EFFICIENCY MAINE SMALL BATTERY PROGRAM
CUSTOMER PARTICIPATION ADDENDUM**

This Customer Participation Addendum (this "Addendum") is entered into between FranklinWH Energy Storage Inc. ("FranklinWH") and the customer identified on the signature page below ("Customer"). This Addendum governs Customer's participation in the Efficiency Maine Trust Small Battery Program (the "Program") through FranklinWH, which serves as a Program Partner under a Participation and Incentive Agreement with Efficiency Maine Trust (the "Trust"). Capitalized terms used but not defined herein have the meanings given in that agreement.

1. PROGRAM OVERVIEW

FranklinWH has enrolled, or will enroll, Customer's battery energy storage system ("BESS") in the Program as required by the Trust. Under the Program, the Trust calls discharge events during peak grid demand periods. FranklinWH will dispatch Customer's BESS during those events and provide interval data to the Trust for performance measurement and incentive calculation.

2. CUSTOMER CONSENT AND AUTHORIZATION

By executing this Addendum, Customer authorizes and agrees to each of the following:

- a. Enrollment. Customer authorizes FranklinWH to enroll Customer's BESS in the Program, including providing the Trust with Customer's name, contact information, utility account details, installation address, and BESS device specifications (manufacturer, model, battery serial number, inverter serial number, kWh capacity, and continuous kW discharge capability).
- b. Dispatch Authorization. Customer authorizes FranklinWH to remotely dispatch Customer's BESS when the Trust calls a peak load event. Customer acknowledges that FranklinWH has sole responsibility for executing dispatches and that the Trust does not directly control or operate Customer's BESS.
- c. Data Access and Disclosure. Customer consents to FranklinWH collecting, accessing, and transmitting to the Trust interval data, inverter data, and utility data from Customer's BESS and associated accounts, as reasonably necessary for Program measurement, verification, reporting, and audit purposes. Customer acknowledges that the Trust and its authorized agents may also access this data, and that information related to the Program may be subject to Maine's freedom of access laws and treated as public records.
- d. Capacity Resource Assignment. Customer hereby transfers and assigns to FranklinWH, for the benefit of the Trust, all of Customer's right, title, and interest in any capacity resource credits, forward capacity market revenues, and similar credits or proceeds produced by or resulting from Customer's BESS dispatches during the Program period. FranklinWH will transfer such rights to the Trust in accordance with its Program Partner agreement.

3. PROGRAM TERMS AND EVENTS

Customer acknowledges the following key Program operating parameters, which are established by the Trust and may be modified by the Trust upon 30 days' written notice to FranklinWH:

- a. Events will be called at least twice per month and no more than 60 times per year.

- b. Each event is 3 hours long.
- c. Events typically occur between 5:00 p.m. and 9:00 p.m. on weekdays, though events may be called at other times.
- d. FranklinWH will provide Customer with advance notice of events to the extent practicable, but notice is not guaranteed.
- e. If Customer is not enrolled for or opts out of a given event, or their battery is otherwise unable to participate in the event, that event will be counted as 0 kW for purposes of the Program's performance calculation.

4. INCENTIVE PAYMENTS TO CUSTOMER

FranklinWH receives incentive payments from the Trust at a rate of \$200 per year per average kW discharged across all events in a Program Year (April 1 through March 31). FranklinWH will retain up to 20% of the incentive payments to cover administrative costs and pass the remainder through to Customer in the form of a pre-paid gift card or check.

Incentive payments to Customer are conditioned upon and will be made only after FranklinWH's actual receipt of the corresponding Incentive Award from the Trust attributable to Customer's BESS. If FranklinWH does not receive payment from the Trust for any reason, including but not limited to non-appropriation of funds, Program termination, failure to meet performance thresholds, or Customer's failure to comply with Program requirements, FranklinWH shall have no obligation to make any incentive payment to Customer for the applicable Program Year. Customer acknowledges that the Trust has no obligation to pay incentives directly to Customer, and that FranklinWH's sole obligation is to pass through to Customer the proportionate share of funds actually received.

5. CUSTOMER RESPONSIBILITIES

Customer agrees to:

- a. Maintain Customer's BESS in good working order and interconnected to the electrical grid throughout the Program period, in compliance with utility guidelines and applicable law.
- b. Ensure Customer's BESS is capable of collecting and transmitting hourly interval data as required by the Program.
- c. Not prevent, impair, or override FranklinWH's ability to dispatch Customer's BESS during Program events, except as permitted under Section 6 below.
- d. Notify FranklinWH promptly of any change in Customer's utility account, BESS hardware, installation address, or other information material to Program enrollment or performance.
- e. Cooperate with reasonable audit and verification requests from FranklinWH or the Trust related to BESS performance under the Program.

6. OPT-OUT OF INDIVIDUAL EVENTS

Customer may opt out of individual dispatch events by notifying FranklinWH through the FranklinWH mobile app prior to the start of the event. Customer acknowledges that opting out of an event will result in a 0 kW contribution for that event, which will reduce Customer's average kW calculation and reduce incentive payments.

7. TERM AND TERMINATION

This Addendum commences on the date of Customer's signature below and continues for the duration of FranklinWH's Program Partner agreement with the Trust, unless earlier terminated. Customer may terminate this Addendum at any time by unenrolling through the FranklinWH mobile application or by contacting FranklinWH customer support and requesting removal from the Program, effective upon FranklinWH's removal of Customer's BESS from the Program. FranklinWH may terminate this Addendum upon 30 days' written notice to Customer, or immediately upon: (a) Customer's material breach of this Addendum; (b) removal of Customer's BESS from Program eligibility by the Trust; or (c) termination of FranklinWH's agreement with the Trust. Upon termination, FranklinWH will remove Customer's BESS from the Program and the consents and authorizations in Section 2 shall terminate, except that any assignments of capacity credits already made to the Trust shall remain effective. For the avoidance of doubt, a Customer who terminates mid-Program Year remains eligible to receive incentive payments for verified BESS dispatches completed prior to the effective date of termination.

8. DISCLAIMER; LIMITATION OF LIABILITY

FranklinWH makes no warranty or representation regarding the amount of incentive payments Customer will earn, which depend on actual BESS performance, Trust verification, and available Program funds. FRANKLINWH SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM CUSTOMER'S PARTICIPATION IN THE PROGRAM, INCLUDING LOSS OF ANTICIPATED INCENTIVE PAYMENTS. FRANKLINWH'S TOTAL LIABILITY TO CUSTOMER IN CONNECTION WITH THIS ADDENDUM SHALL NOT EXCEED THE INCENTIVE PAYMENTS ACTUALLY RECEIVED BY FRANKLINWH ATTRIBUTABLE TO CUSTOMER'S BESS IN THE PRECEDING 12-MONTH PERIOD.

Without limiting the foregoing, FranklinWH shall not be liable to Customer for any failure to dispatch Customer's BESS during a Program event, any error or delay in transmitting interval data or enrollment information to the Trust, any miscalculation of incentive amounts by the Trust, or any other operational error or omission by FranklinWH in connection with the administration of the Program, except to the extent such error results in FranklinWH receiving and retaining funds from the Trust that are attributable to Customer's BESS and that FranklinWH has not passed through to Customer in accordance with Section 4.

9. MISCELLANEOUS

- a. This Addendum, together with any applicable Customer agreement with FranklinWH governing the installation or service of Customer's BESS, constitutes the entire agreement between the parties with respect to Customer's participation in the Program and supersedes any prior representations or understandings on this subject.
- b. This Addendum shall be governed by the laws of the State of Maine, except to the extent that applicable provisions of the laws of the state of Customer's residence apply.
- c. If any provision of this Addendum is found to be unenforceable, the remaining provisions shall continue in full force and effect.
- d. FranklinWH may update this Addendum to reflect changes in Program requirements upon 30 days' written notice to Customer. Customer's continued participation in the Program after such notice constitutes acceptance of the updated terms.

CUSTOMER ACKNOWLEDGMENT AND CONSENT

By checking the box below and submitting this form, Customer acknowledges that they have read and understood this Addendum and agrees to be bound by its terms.

I agree to the terms of this Customer Participation Addendum and authorize FranklinWH Energy Storage Inc. to enroll my battery energy storage system in the Efficiency Maine Small Battery Program on the terms described above.