

**WestLight Energy Solar + Battery Savings Program
Battery Management Services Notice and Supplemental Terms**

These Battery Management Services Notice and Supplemental Terms (“Terms”) apply to Property Owners (“Participant”) enrolled in the Peninsula Clean Energy Authority (“PCE”), now known as WestLight Energy (“WestLight”), Solar + Battery Savings (“SBS”) Program who receive battery management services through WestLight and its Subcontractors, including Haven Energy Services Inc. (“Haven”) and Lunar Energy. Through the SBS Program, the enrolled battery system was installed at no cost to the Participant in exchange for the battery management services described below. These Terms supplement the existing Haven Home Improvement Energy Services Agreement and SBS Program Participation Agreement previously accepted by the Participant (“Previous Agreements”). In the event of a conflict between these Terms and the Previous Agreements, the following Terms control and define the specific battery management requirements.

1. BATTERY MANAGEMENT SERVICES: As part of the SBS Program, WestLight and its Subcontractors will manage the operation of the Participant’s battery system (“the battery”) to support customer time-of-use energy savings and grid services. This management will typically occur between 4-9pm PT and may include charging, discharging, modifying operating settings, and adjusting system configurations through a distributed energy resource management system (“DERMS”) platform operated by Lunar Energy or another Subcontractor acting on behalf of WestLight.

2. BATTERY CONTROLS AND BACKUP RESERVE: Outside of designated management periods, the Participant can manage the battery settings, subject to system capabilities and SBS program requirements. WestLight’s battery management services may temporarily override the battery’s operation during management periods. Specifically:

- a) WestLight will not manage the battery during a grid outage or power shutoff;
- b) WestLight will not override the battery’s storm-related emergency operating modes, including Storm Watch or Storm Hedge functionality; and
- c) WestLight will maintain a minimum twenty percent (20%) backup reserve state of charge for the battery unless otherwise required for emergency, safety, or reliability purposes.

For more information regarding battery management operations, visit the SBS Program website (<https://www.westlightenergy.org/solar-battery-savings/>).

3. CONFLICTING PROGRAM PARTICIPATION: Certain energy programs prohibit participation in multiple demand response or load modifying programs at the same time. If WestLight determines that Participant is enrolled in a program that is in conflict, WestLight may request that the Participant unenroll from the conflicting program.

4. COLLECTION AND USE OF PARTICIPANT DATA: Participant acknowledges that WestLight and Lunar Energy may collect, access, use, and share information related to their battery system, electricity usage, system performance, and operational data for purposes of conducting and evaluating the program. Participant Data may be used for other purposes so long as the Participant Data does not contain personally identifiable information (including where Participant Data has been anonymized). Participant participation remains subject to the data collection, confidentiality, and information-sharing provisions contained in the SBS Program Customer Participation Agreement. Additional information regarding Lunar Energy’s privacy policy is available at <https://www.lunarenergy.com/privacy-policy>.

5. NO SPECIFIC GUARANTEE OF SAVINGS OR SERVICE AVAILABILITY: WestLight does not guarantee any specific level of utility bill savings, battery performance, outage protection, export compensation, or system availability through participation in battery management services. Battery performance and customer savings may vary based on electricity rates, customer energy usage, weather conditions, utility tariffs, equipment functionality, grid conditions, and other factors outside of WestLight's control.

6. LIMITATION OF LIABILITY: To the maximum extent permitted by law, WestLight, Lunar Energy, and their respective officers, employees, contractors, subcontractors, and service providers shall not be liable to Participant or to any third party for any indirect, incidental, consequential, special, exemplary, punitive or other damages (including, without limitation, damages for loss of business, loss of data or lost profits), under any contract, negligence, strict liability or other theory arising out of or relating in any way to the battery management services.

7. CHANGES TO SERVICES OR TERMS: WestLight may modify these Terms or battery management services from time to time to address operational, regulatory, utility, market, safety, or program requirements. WestLight will provide notice of material changes through email or other reasonable communication methods.