

Instructions: Please review thoroughly for accuracy of information before signing

Customer Contact Information

Primary Contact First Name

Primary Contact Last Name

Primary Phone

Primary Email

Secondary Contact First Name *(optional)*

Secondary Contact Last Name *(optional)*

Secondary Phone *(optional)*

Secondary Email *(optional)*

Service Address

Utility Account Number

Customer Eligibility

Is there an existing solar photovoltaic system installed on the property? Yes No

Property Type:

Single Duplex 3 or more units Mobile Home

Does the household participate in one of the following income-qualified programs *(optional)*:

CARE FERA MBL

Number of People Living within the Home

Total Household Income

Contractor Information

Company Name

Contractor State License Board Number

Contact First Name

Contact Last Name

Contact Phone

Contact Email

Equipment Information

Storage

Total System Energy (kWh)

Total System Power (kW)

Roundtrip efficiency (%)

Battery Manufacturer(s)

Battery Model Number(s)

Number of Batteries in System

Solar PV

Pre-Existing

New

CEC-AC Rating (kW)

Terms and Conditions

1. Program Eligibility

You must meet the following eligibility requirements to participate in the Sun Storage Rebate ("Program"):

- a. Customer Eligibility: To participate in the Program, customers must meet the following eligibility criteria:
 - i. Participants must be residential CPA customers. Southern California Edison (SCE) bundled customers and customers served by Direct Access providers are not eligible to participate in this program.
 - ii. Main customer point of contact must be at least eighteen (18) years old.
 - iii. Participants must be enrolled in a Net Energy Metering (NEM) or Solar Billing Plan (SBP) rate schedule before the program incentive payout.
 - iv. Acknowledgement and agreement to these terms and conditions of the Program ("Terms and Conditions").
- b. Equipment Eligibility: To participate in the Program, the installed equipment must meet the following eligibility criteria:
 - i. Battery storage systems must be new.
 - ii. Battery storage systems must be paired with solar PV.
 - iii. Battery storage system must have a combined total capacity of at least 5 kWh.
 - iv. Battery storage system equipment must be verified as part of SGIP's Verified Equipment List.
 - v. Battery storage system must be set to discharge 50% of its capacity on a daily basis.

2. Customer Agreements

You agree to participate in the Program and to comply with these Terms and Conditions. You agree to allow the Electric & Gas Industries Association ("EGIA") to access personally identifiable information in connection with the Program. As a participant in the Program, you acknowledge and agree that your participation in the Program is subject to these Terms and Conditions as they are amended from time to time.

3. Incentive Reservation

- a. An Incentive Reservation Form must be submitted through the Program webform or email to verify customer and system eligibility. The Incentive Reservation Form is available on the Program webpage.
- b. Notice of approval or rejection of the Incentive Reservation Form will be sent to the main point of contact within one week of submittal.
- c. Incentive amounts, if available under the Program, will be reserved for customers for one (1) year after approval of an Incentive Reservation Form (such date, the "Reservation Expiration Date"). A completed Incentive Claim Form, along with required documentation, must be sent no later than the Reservation Expiration Date (unless extended in accordance with the process set forth in Section 3.d. below) in order to claim a reserved incentive. Any Incentive Claim Forms submitted after the Reservation Expiration Date may be subject to loss of a reserved incentive.
- d. Customers may file up to two (2) 3 month extensions before (i) the Reservation Expiration Date is reached or (ii) if for a second successive 3 month extension, before the last date of the 3 month extension is reached. Extensions can be filed by emailing EGIA customer support at CPArebates@cleanpoweralliance.org.

4. Incentive

- a. \$750 Incentive: So long as the customer meets the eligibility requirements stated in Section 1, the customer will receive a \$750 payment after their Incentive Claim Form is reviewed and approved by EGIA. The Incentive Claim Form can be found on the Program webpage and must be submitted prior to the Reservation Expiration Date.
- b. \$1,000 Incentive: If the customer is on a California Alternate Rates for Energy (CARE), Family Electric Rate Assistance (FERA), or Medical Baseline (MBL) rate, and meets the eligibility requirements stated in Section 1, the customer will receive a \$1,000 payment after their Incentive Claim Form is reviewed and approved by EGIA. The Incentive Claim Form can be found on the Program webpage and must be submitted prior to the Reservation Expiration Date.
- c. Rebate will be paid out within 6-8 weeks after Incentive Claim Form approval.
- d. Incentives will be paid out on a first come first serve basis depending on the available Program funding.

5. Termination

CPA may suspend this Program or terminate your participation in this Program at any time at CPA's sole discretion.

6. Communications

By enrolling in this program, you agree to be contacted by CPA or EGIA by any specified method. You are responsible for keeping your email address updated by emailing EGIA's customer support at CPArebates@cleanpoweralliance.org or by calling 1-888-220-8843. In the event that your email address has changed, is not functioning properly, or is no longer valid, you might not receive Program communications.

7. Disclaimer

EGIA makes no representations or warranties with respect to the Program or EGIA's services hereunder, and EGIA expressly disclaims any and all representations and warranties, express or implied, with respect to the same, including, without limitation, merchantability and fitness for a particular purpose.

Terms and Conditions (continued)

8. Indemnity; Limitation of Claims

Except to the extent prohibited under applicable law, you hereby release CPA and EGIA and each of their affiliated entities and their respective directors, officers, employees, and representatives (collectively, the "Indemnitees") from, and agree to defend, indemnify, and hold harmless the Indemnitees from and against, all claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of any violation of these Terms and Conditions by you. CPA and EGIA reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with CPA's and/or EGIA's defense of those claims. For disputes with EGIA, you must contact EGIA within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute, or you waive the right to pursue any claim based upon such event, facts, or dispute. Claims against CPA are subject to the California Government Tort Claims Act, California Government Code section 900 et seq., including that Act's presentation of claims procedures.

9. Data Usage and Disclosure

By participating in the Program, you are permitting EGIA to share data about your account and your submitted information ("Data") with CPA. This Data may include but is not limited to email, address, and account information.

You also agree that EGIA may use Data for the following purposes (in each case to the extent permitted by applicable law): (1) to operate, maintain, provide, and enhance the Program; (2) for EGIA's internal purposes, including, without limitation, research and development, improvement of EGIA's product and service offerings, and creation of new product and service offerings; (3) to customize content and communications EGIA may provide to customers; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been de-identified).

EGIA will not disclose Data to any third parties other than in furtherance of the above purposes and in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been de-identified); (2) in order to provide EGIA products or services to you (including working with third-party service providers who may assist EGIA in collecting, hosting, maintaining, analyzing, or otherwise processing Data for EGIA); (3) if required to do so by any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if EGIA believes, in good faith, disclosure is appropriate or necessary to (a) take precautions against its own liability, (b) protect EGIA or others from fraudulent, abusive, or unlawful uses or activity, (c) investigate or defend against any third-party claims or allegations, (d) protect the security or integrity of EGIA's services and any facilities or equipment used to make such services available, or (e) protect EGIA's property or other legal rights (including, but not limited to, enforcement of EGIA's agreements), or the rights, property, or safety of others; (5) to EGIA's assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers, and other third parties EGIA uses to support its business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which EGIA discloses it to them; and (7) for any purpose for which you have provided your express consent.

Likewise, by participating in the Program, you are permitting CPA to share necessary customer information including name, account details, contact information, and premise location required to participate in the Program, with EGIA, which information EGIA shall keep confidential.

10. Waiver

By accepting these Terms and Conditions, you hereby waive the right to a trial by jury or to participate in any class action or representative proceeding, and you agree that any dispute, claim, or controversy arising out of or relating to these Terms and Conditions including any breach, termination, enforcement, interpretation, or validity thereof shall be submitted to final and binding arbitration in Los Angeles County, California. The dispute shall be submitted to arbitration in accordance with the laws of the State of California, Cal. Code Civ. Proc. sec. 1280, et seq. or any other rules that the parties mutually agree to in writing. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

11. Attorneys' Fees and Costs

If either you, CPA, or EGIA initiates any legal proceeding to enforce its rights under these Terms and Conditions, the prevailing party shall be entitled to an award of reasonable attorneys' fees, reasonable expert fees, and costs and expenses actually incurred.

12. Governing Law

These Terms and Conditions are governed by and construed under the laws of the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. You, CPA, and EGIA hereby submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Los Angeles County, California for resolution of any lawsuit or court proceeding permitted under these Terms and Conditions. For more information, contact CPA by email at CPArebates@cleanpoweralliance.org. These Program Terms and Conditions are subject to change based on CPA's sole discretion.

13. Acknowledgement and Agreement

By signing below, I acknowledge and agree to these Terms and Conditions.

Print Name

Signature

Date