

Terms and Conditions:
Clean Power Alliance (CPA) Power Response Program,
An Olivine Community Program
Residential and Small Business Participants

These Terms and Conditions are for the Air Conditioning (A/C) and Battery Energy Storage program options, which constitute the CPA Power Response Program's Residential/Small Business program options. There is an enrollment limit of one program option per CPA service account in the CPA Power Response Program.

The CPA Power Response Program is administered by Olivine, Inc.

CPA Power Response Residential and Small Business participants are subject to the following terms and conditions:

1. PROGRAM ELIGIBILITY: A customer account is eligible to enroll in the CPA Power Response program if it meets the following criteria:
 - a. The account is an active Clean Power Alliance (CPA) residential or small business customer account in CPA's service territory taking service under a residential rate or a small business rate (TOU-GS-1 rate family). Customers taking service under a Net Energy Metering (NEM) rate are eligible to participate in CPA's Power Response program.
 - b. The account is not enrolled in SCE's Summer Discount Program (SDP) or other SCE or third-party Demand Response (DR) programs. The account must not be enrolled in the CPA Peak Management Pricing program. Accounts enrolled in any of these programs must disenroll prior to enrolling in the CPA Power Response Program.
 - c. The account service location participates in one of the following program options:
 - i. Residential A/C: the account service location includes at least one smart thermostat controlling an electric air conditioning unit or heat pump, and participants must have the ability to control the device during Energy Savings Events. If the service account with air conditioning or other cooling appliances does not have a smart thermostat installed, customers may still enroll in the program as manual participants. As a manual participant, customers will manually adjust their temperature set points to reduce their electricity consumption in response to Energy Savings Events.
 - ii. Battery Energy Storage: The account service location includes at least one battery energy storage system, and participants must have the ability to control the device during Energy Savings Events.
 - d. Direct device control can be provided to participants using certain technology/ vendor/ management service. Contact Olivine to find out if your device is eligible for direct control. If your device will be controlled directly, additional terms may apply. This option is not available to customers that are on a Medical Baseline discount.

- e. The service account must be serviced by an SCE-approved Smart Meter that monitors energy usage at 15-minute intervals.
2. **RESIDENTIAL A/C MINIMUM LOAD REQUIREMENT:** Participants enrolling in either the Residential A/C participation option must have a minimum average hourly load (consumption) of 1.5 kWh for the hour before and the hour after the event. The event window is defined as up to a four-hour period, between 4 pm and 9 pm on weekdays. For customers located in targeted areas or on a CARE or FERA rate or Medical Baseline discount, the minimum average hourly load requirement may be lowered to 1kWh. Contact program administrator (Olivine, Inc.) at 1.888.331.3534 or powerresponse@cleanpoweralliance.org to find out if you qualify.
3. **BATTERY ENERGY STORAGE CAPACITY COMMITMENT:** Participants enrolling in the Battery Energy Storage option are initially enrolled at a default capacity amount of 1kW. This is how much of the battery's total use can be discharged during a Power Response Energy Savings Event. To avoid the amount of discharge exceeding total home electricity demand during Energy Savings Events, customers will not be able to change this capacity commitment during the Program period. The capacity commitment is the estimated capacity of the system for a four-hour period, measured in kW, between 4 pm and 9 pm on weekdays.
4. **ENROLLMENT:** All residential and small business participants in the CPA Power Response Program must enroll in the program through the use of the Olivine Community mobile or web application. Customers with limited access to a smart phone or web browser may contact Olivine Community phone support to enroll in the program over the phone. Customers must agree to and abide by all terms, conditions, and restrictions of the program. More information, including the FAQs, is available on the CPA Power Response website at: <https://cleanpoweralliance.org/respowerresponse>. By enrolling in the Program, the Customer warrants that it has all necessary authorization to enroll and has provided any necessary notice to property owners or managers.
5. **ENROLLMENT INCENTIVE:** Upon confirmation of enrollment in the CPA Power Response Program, CPA will issue the participant a one-time \$100 enrollment incentive. If the participant's participating service account address is within a Disadvantaged Community as defined by SB 535 or the customer is on a CARE or FERA rate or receiving a Medical Baseline discount, the enrollment incentive is \$125.
 - a. **Residential Participants:** The enrollment incentive will be provided in the form of either an electronic gift (e-gift) card or a VISA electronic card (e-card) that is disbursed via Tango Card, a third-party vendor of electronic rewards.
 - b. **Small Business Participants:** The enrollment incentive will be applied as a bill credit. Depending on billing cycles, it may take one (1) month or more after enrollment is confirmed for the bill credit to be reflected in customer bills. Participants with unused incentive funds will receive an annual cash out during their May billing cycle in the form of a check mailed to their mailing address on file with CPA.

6. **PARTICIPATION INCENTIVE:** Upon confirmation of enrollment in the CPA Power Response Program, CPA will issue the participant a \$100 annual participation incentive, delivered in quarterly installments as long as the terms and conditions of the program are met by the participant, including participation requirements defined in Section 14. If the participant's participating service account address is in a Disadvantaged Community as defined by SB 535 or the customer is on a CARE or FERA rate or receiving a Medical Baseline discount, the participation incentive is \$125 annually, delivered in quarterly installments.
 - a. **Residential Participants:** The participation incentive will be provided in the form of either an electronic gift (e-gift) card or a VISA electronic card (e-card) that is disbursed via Tango Card, a third-party vendor of electronic rewards.
 - b. **Small Business Participants:** The participation incentive will be applied as bill credits. Depending on billing cycles, it may take one (1) month or more after enrollment is confirmed for the bill credit to be reflected in customer bills. Participants with unused incentive funds will receive an annual cash out during their May billing cycle in the form of a check mailed to their mailing address on file with CPA.
7. **REFERRAL BONUS:** Participating customers can earn a referral bonus of \$10 for up to 10 successfully enrolled referrals. Earned referral bonuses will be delivered in the form of either an electronic gift (e-gift) card or a VISA electronic card (e-card) that is disbursed via Tango Card, a third-party vendor of electronic rewards.
8. **EVENTS:** Olivine will issue Energy Savings Event notifications to CPA Power Response Program participants requesting them to reduce their electric load by adjusting their temperature set point or discharging their battery. Events are from 1 to 4 hours in duration and can occur at any time during the availability window of 4PM – 9PM on the scheduled event day. These event notifications will be provided by app notification, email, or text to the designated contact and/or the participant's device's control center via Olivine's dispatch center no later than 5PM on the calendar day preceding an Energy Savings Event.
9. **EVENT RESPONSE:** Once an Energy Savings Event has been scheduled, if the participant's controllable device is being directly controlled (see 1D Program Eligibility), Olivine will connect to the participant's service provider and send instructions to decrease the participant's electric load. If the participant is enrolled in the Residential A/C option, this means that the temperature set point will be increased for the duration of the event. If the participant is enrolled in the battery energy storage program option, the device's inverter shall be set to discharge the battery to deliver power to meet the facility load equal to their capacity commitment. If the device is not configured to be directly controlled by Olivine, the user must manually increase the temperature set point or manually discharge battery themselves for the duration of the Energy Savings Event.
10. **EVENT PARTICIPATION:** Program Participants may decline to participate in individual events without financial penalty. See also #14 below.

11. TEST EVENTS: Up to 3 test events may be conducted per year. All notification protocols, as well as performance requirements, will apply during test events.

12. EVENT INFORMATION: Event information:

- All events will occur in the event window of 4 PM – 9 PM on weekdays, excluding holidays.
 - Program Holidays are defined as the federally observed date of the following holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- Events are a minimum of 1 hour and maximum of 4 hours.
- The maximum number of events per year for this program option is 35, up to a maximum of 140 hours per year.
- Maximum of 1 event per day (up to 4 hours).
- Maximum of 5 events per month, not to exceed 20 hours per month.
- Events may also be triggered during CAISO grid emergencies or conservation notifications, as defined below, provided that CAISO grid emergencies or conservation notifications shall not count toward annual or monthly event maximums and will remain subject to daily and hourly limits.
- The customer will be notified of any changes in event information.
- Planned or potential Public Safety Power Shutoff (PSPS) events will be taken into account when calling events.

13. EVENT TRIGGERS: Events will be triggered at the discretion of CPA for one or more of the following reasons:

- Wholesale energy prices
- CAISO grid emergencies, and conservation notifications defined as Stage 1, 2, or 3 Grid Emergency, Transmission Emergency, or Flex Alert by CAISO
- Extreme weather
- Poor local air quality
- Event testing

14. ONGOING ELIGIBILITY REQUIREMENT:

- a. Residential A/C Participants: To remain eligible for this program, meter data must show that the customer's average usage was at least 1.5 kWh during the hour before and the hour after events. For DAC and low-income customers on CARE, FERA, or Medical Baseline rates,

meter data must show that the customer's average usage was at least 1 kWh during the hour before and the hour after events. Program participants may decline to participate in specific events and may disenroll from the program at any point in time. Program participants must participate in at least 50% of events to remain an active participant in the program. Participation in events will be verified via the Olivine DER Platform for all program participants.

- b. **Battery Energy Storage Participants:** Participants must have demonstrated that they have provided an average of at least 60% of their capacity commitment (i.e. 0.6 kW) during the year for all events scheduled, including events for which they declined to participate. Participants not able to achieve 60% of their committed average capacity over the year will no longer be eligible to participate in the program. Demonstration of customer's ability to meet the minimum committed capacity will be verified through the event settlement process on an annual basis. Participation in events will be verified via the Olivine DER Platform for all program participants. The event settlement process for all events during the year is conducted through the verification of annual performance based on the following baseline energy performance calculation for each event during the program year.
 - i. The energy baseline is based on the participant's energy usage in the days leading up to the event. The energy baseline will be calculated on an hourly basis using the average of the five highest days in the immediate past 10 weekdays, excluding holidays. The previous 10 days will also exclude days when the customer: 1) was subject to a CPA program Energy Savings Event, 2) was subject to a rotating outage by SCE, or 3) was otherwise interrupted. The baseline also includes a day-of adjustment to account for any atypical usage that day.

Program performance will be calculated based on the difference of measured participant load at the whole premise utility meter during the event period, subtracted from the energy baseline during the corresponding event period. This calculation will be performed for all events called under this program technology option.

Program participants will be evaluated to determine if they meet the preceding requirements on a quarterly basis. Periodically through the program, participants will be assessed to determine if they are meeting minimum program requirements for participation and/or performance. Participants that are not meeting program minimums will be informed but will remain in the program and will still receive full incentive payments through the end of the initial program term.

15. **INSTALLATION COSTS:** If the participant is installing a smart thermostat, battery energy storage system, or other technology to participate in the program, participant is solely responsible for any costs or expenses of installing the equipment. CPA will not pay for installation costs or for any upgrades to the participant's electrical system required for installation of the equipment. The participant is responsible for hiring a qualified professional to estimate the cost of installation, obtain any necessary permits or access rights, install the equipment, obtain any federal, state, or local incentives, and any other action needed to properly install the equipment.

16. RIGHT TO WITHHOLD INCENTIVES: CPA reserves the right to withhold participation incentives for any participants determined to be violating the terms, conditions, requirements, or restrictions of the program.
17. PARTICIPATION COSTS: The program is free to participate.
18. PROGRAM WITHDRAWAL: Participants may withdraw from the program at any time without financial penalty by emailing powerresponse@cleanpoweralliance.org.
19. PROGRAM TERM: The CPA Power Response Program is a limited pilot with an initial program term of December 31, 2020. CPA has extended the term of the pilot to November 30, 2021. Unless the participant notifies CPA of intent to withdraw from the program thirty (30) days in advance of the one-year anniversary of the customer's program agreement effective date, the customer's participation will auto-renew for up to another 12-month period but no later than November 30, 2021 as specified in these terms and conditions.

For more information, contact the CPA Power Response Program by email at: powerresponse@cleanpoweralliance.org.

These CPA Power Response Program Terms and Conditions are subject to change.

In addition to the foregoing terms and conditions, participants in the CPA Power Response program remain subject to the Clean Power Alliance's Terms & Conditions of Service: <https://cleanpoweralliance.org/terms-and-conditions>.