

Terms and Conditions:

ClimateResponse™ Residential and Small Business Participants

Participants of ClimateResponse™, an Olivine program, are subject to the following terms and conditions:

- 1) **ELIGIBILITY:** California residential or small business utility customers who are not enrolled in other utility or third-party Demand Response (DR) programs are eligible to participate in ClimateResponse™. Residential and Small Business utility customers are defined as utility account holders for buildings where the maximum monthly electric loads are less than 20 kW. Customers enrolled in any non-Olivine programs must disenroll prior to enrolling in ClimateResponse™. Limit one enrollment per service account.
- 2) **TECHNOLOGY:** ClimateResponse™ does not require any specific technology for participation. Participants are able to participate behaviorally by responding to a ClimateResponse™ Event and taking actions to reduce energy use during ClimateResponse™ Events.
- 3) **SMART METER:** The service account being enrolled in ClimateResponse™ must be serviced by a utility-approved smart meter that monitors energy usage at 15-minute intervals. (Note: most households in California have such smart meters)
- 4) **COMMITMENT:** Participation is voluntary. During a ClimateResponse™ Event the participant will be asked to reduce their energy usage as much as possible, but will not be penalized if they are unable to do so.
- 5) **ENROLLMENT:** Residential and small business utility customers can enroll through www.climateresponse.com, or by downloading the “Olivine ClimateResponse” app on your smartphone through the Apple Store or Google Play Store, or on the web-based version of the app at www.app.climateresponse.com. Enrollment in ClimateResponse™ requires participants to agree to the terms and conditions, as well as the ClimateResponse™ Participation Agreement. Enrollment in this program is not complete until confirmed by Olivine.
- 6) **EVENTS:** Participating customers will receive event notifications prior to an event which will be sent by Olivine™ via the ClimateResponse™ App, email and/or by SMS text, at the participant’s discretion.
- 7) **EVENT TRIGGERS:** ClimateResponse™ Events will be triggered at the discretion of Olivine for one or more of the following reasons:
 - a) CAISO Energy Emergency Alerts and Flex Alerts between May 1st and October 31st
 - b) High local greenhouse gas (GHG) emissions
 - c) High wholesale energy prices
 - d) Extreme weather
 - e) Poor local air quality
 - f) Event testing
- 8) **EVENT INFORMATION:**
 - a) ClimateResponse™ participants will be notified of events by 9 PM the day before the event.
 - b) ClimateResponse™ Events are called for a minimum of 1 hour and maximum of 4 hours.
 - c) The maximum number of ClimateResponse™ Events per month is 10.
 - d) Maximum of 1 ClimateResponse™ Event per day (up to 4 hours).
 - e) ClimateResponse™ Grid Emergency Events may be called in addition to regular ClimateResponse™ Events and are not subject to the above limitations. These will only be called in response to a CAISO Energy Emergency Alerts. Grid Emergency Events may overlap with or be in different hours of the day

from regular ClimateResponse Events. Grid Emergency Events are subject to the following limitations.

- Grid Emergency Events will typically be notified the day before but same-day notification is possible.
- Grid Emergency Events will be for a minimum of 1 hour and maximum of 5 hours between 4 and 9 PM.
- Grid Emergency Events may end early.

- 9) **ENROLLMENT AND PARTICIPATION INCENTIVES:** Participants will receive a \$25 incentive for enrolling in the program and an additional \$25 incentive paid annually after one year of participation in ClimateResponse™ events.
- 10) **INSTALLATION COSTS:** If the participant is installing equipment to participate in the program, the participant is solely responsible for the cost of purchasing and installing the equipment. Olivine will not pay for installation costs or for any upgrades to the participant's electrical system required for installation of a battery energy storage system. The participant is responsible for hiring a qualified professional to estimate the cost of installation, obtain any necessary permits and install the equipment, and obtain any federal, state, or local incentives.
- 11) **PARTICIPATION COSTS:** Enrollment and participation in ClimateResponse™ is free of charge.
- 12) **PROGRAM WITHDRAWAL:** Customers may withdraw from ClimateResponse™ at any time without penalty by emailing ask@climateresponse.com .

For more information, contact ask@climateresponse.com or visit the program website at www.climateresponse.com .