

Terms and Conditions: ClimateResponse™ Medium and Large Commercial and Industrial (C&I) Customers

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

- 1) **ELIGIBILITY:** California medium and large commercial and industrial (C&I) utility customers who are not enrolled in other utility or third-party Demand Response (DR) programs are eligible to participate in ClimateResponse™. Customers enrolled in any of these programs must disenroll prior to enrolling in ClimateResponse™. Limit one enrollment per service account. Medium C&I utility customers are defined as utility account holders for buildings where the maximum monthly electric loads are between 21-499 kW. Large utility customers are defined as utility account holders for buildings where the maximum electric loads are above 500 kW.
- 2) **TECHNOLOGY:** ClimateResponse™ does not require any specific technology for participation. Customers are able to participate behaviorally by responding to a ClimateResponse™ Event and taking actions to reduce energy use during events. Customers participating with eligible technologies for direct control must agree to terms and conditions and participation requirements for their individual devices.
- 3) **SMART METER:** The service account being enrolled in ClimateResponse™ must be a utility-approved smart meter that monitors energy usage at 15-minute intervals (Note: most buildings in California have such smart meters).
- 4) **COMMITMENT:** Customers participating in the program need some to reduce their electricity demand during ClimateResponse™ events. Customers commit to a specific 'Nomination Capacity' to indicate the estimated load reduction (kW) achievable during a ClimateResponse™ event. Olivine can provide you technical assistance to determine your 'Nomination Capacity', and customers may adjust their nomination capacity amount on a quarterly basis. Please contact Olivine to avail technical assistance or to submit a request to adjust your "Nomination Capacity" by contacting ask@climateresponse.com. Customers will not be penalized if they are unable to meet their nomination capacity and the capacity estimates will be used to calculate potential energy, environmental and financial impacts of event participation.
- 5) **ENROLLMENT:** All participants must enroll in the program via the website or by electronically signing and submitting a Customer Information Service Request Form (CISR) and agreeing to the program Terms and Conditions (T&Cs) and a Participation Agreement (PA). Customers must agree to and abide by all terms, conditions, and restrictions of the program. By enrolling in the Program, the participant warrants that it has all necessary authorization to enroll and has provided any necessary notice to property owners or managers.
- 6) **EVENTS:** Participating customers will receive event notifications prior to an event which will be sent by Olivine™ via 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 Grid 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) **TEST EVENTS:** A maximum of 4 test events may be conducted per year. All notification protocols, as well as event performance calculation procedures (i.e., committed capacity quantity delivered for the duration of the ClimateResponse™ Event), will apply during test events.
- 10) **ENROLLMENT AND PARTICIPATION INCENTIVES:** Participants will be paid incentives according to the energy reductions achieved during ClimateResponse Events- as demonstrated by their utility meter data. Payments vary according to the geographic location of the site and are informed by the utilities. Olivine will pay participants 70% of revenues from DER assets enrolled in ClimateResponse™ (based on percentage of wholesale market, utility program, utility pilot program, and other revenues and incentive payments) less any penalties or charges by CAISO or IOU(s) directly related to the provision of DRP or DERP services for the Resources.
- 11) **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 the 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.

12) PARTICIPATION COSTS: Participation in ClimateResponse™ is free.

13) PROGRAM WITHDRAWAL: Participants agree to participate in ClimateResponse™ for three (3) years and will automatically renewed annually unless terminated by the customer through written notice to Olivine by emailing ask@climateresponse.com.

For more information, contact Olivine at ask@climateresponse.com