



ENERGY STORAGE SOLUTIONS RESIDENTIAL CUSTOMER PROGRAM TERMS AND CONDITIONS

Version 7/25/2025

Welcome to the Energy Storage Solutions (“Program”). By becoming a Participant of the Program, you may reduce stress on the grid in your electricity service area. By participating in the Program, you may be eligible to receive the Reward described below, subject to these Program Terms and Conditions (“**Terms**”). To become a Participant in the Program, you must submit an application to the Company via the DER Vendor and have your application approved by the Company. As further described on the Program Website, to become a Participant in the Program, you must also have an installed and operational Battery Energy Storage System pre-approved by the Company.

Binding Agreement. By applying for the Program, you agree to comply with and be bound by these Terms if your application is approved by the Company. However, in the event your application is not approved, you will not be subject to these Terms. Failure to comply with these Terms may result in your unenrollment from the Program. The decisions of the Company regarding your eligibility, unenrollment, and/or Reward are final and binding in all respects.

About the Program. An applicant whose application to participate in the Program is submitted by the enrollment deadline and approved by the Company (“**Participant**”, “**you**”, and “**your**”) and who fully complies with these Terms may receive an incentive in the form of a check that amounts to the average seasonal delivered times \$50 per kW, as further defined on the Program Website (“**Reward**”). The Reward would be provided to you by Company following the conclusion of the Program Period. To receive the Reward, you must be approved as a Participant by the Company, you must not be withdrawn or unenrolled, and the Program must not be terminated. Acceptance of these Terms does not guarantee eligibility or approval for the Program or any Reward.

Definitions. In the context of these Terms,

- “**Adjustment Events**” mean times during the Program Period when the DER Vendor will control Participant’s Device(s), on behalf of the Company, to signal the Device to charge, discharge, or change its mode of operation, change device mode, setpoint, or other settings, as applicable.
- “**BESS**” means your battery energy storage system.
- “**DER**” means distributed energy resource.
- “**DER Vendor**” means Uplight, Inc..
- “**Device**” or “**Devices**” or “**Device(s)**” means your BESS, which can be monitored and operated during the Program by the DER Vendor.
- “**Participant**” or “**you**” or “**your**” means an applicant that has been approved into the Program by the Company.

- **“Program”** means the Energy Storage Solutions Program.
- **“Company”** means either New York State Electric & Gas (NYSEG) or Rochester Gas and Electric (RG&E), whichever the Participant is a customer of.
- **“Program Data”** means Personally Identifiable Information (PII) data, your Adjustment Event opt-in or opt-out status, your energy usage and/or energy production, your Company account, your electricity bill, and operational data about your Device(s), including any such data for the period of up to eighteen months prior to the date of Participant’s enrollment.
- **“Personally Identifiable Information (PII) data”** means data related to information, in electronic or any other form that can be used directly to identify, locate, or contact an individual person. This includes an individual’s: (A) first and last name; (B) date of birth; (C) home or other physical address; (D) telephone number; (E) email address; or (F) other online identifier; in combination with one of more of the following with respect to that individual: social security number, passport number, driver’s license number or similar identifier, financial account number or financial identifier, healthcare information, credit or debit card number, PINS and/or password, customer account number or any information relating to an individual, including cookie information and usage, IP address and internet data or profiles.
- **“Program Period”** means the summer seasons, which for the purposes of these Terms is defined as May 1 through September 30th of any calendar year.
- **“Program Website”** means the Program Website set up by the Company, as may be amended, supplemented, or otherwise modified from time to time. The Program Website is available at [NYSEG and RG&E Energy Storage Solutions Program - NYSEG](#).
- **“Service”** means the connection between your Device(s) and the DER Vendor platform.
- **“Terms”** means the Program Terms and Conditions herein.

Application Consent by Participant. By submitting an application to enroll as a Participant, you authorize the Company and the DER Vendor, on behalf of the Company, to collect Program Data for the purposes of determining your eligibility for the Program and operating the Program; 2) review and analyze your Program Data for the purposes of the Company fulfilling its obligations under the Program and applicable law, improving the Program, and for the Program Administrator and DER Vendor to exchange conclusions with each other and publish results based on those conclusions; 3) automatically signal your Devices to take part in Adjustment Events for this Program or for general testing purposes; 4) send you emails, text messages and other notifications related to the Program, including about your enrollment status and Program-related adjustments to your Devices; 5) send you emails, text messages and other notifications related to surveys about the Program and to share your responses to such surveys among the Company, DER Vendor, any relevant agencies, and/or New York State Energy Research and Development Authority (“NYSERDA”); 6) summarize the results of the Program in publicly-available studies, provided that any Program Data included in such studies will be anonymous such that you are not individually identifiable; and 7) share and/or confirm a Participant’s BESS site and enrollment status in the Program with NYSERDA. In the event that Participant withdraws or is unenrolled or the Program is terminated, the Company and DER Vendor shall be permitted to use any of the Program Data which was gathered prior to such date in accordance with these Terms.

Eligibility to Apply. You may apply to become a Participant in the Program if you:

- Are at least 18 years of age;
- Have one or more Devices that are compatible with and connected to the DER Vendor platform (“Service”) and compatible with the Program design;
- Maintain an active account in good standing on the Service and a continuous connection between your Devices and the Service;
- Assist Company and DER Vendor and/or their support personnel in troubleshooting and resolving connectivity, firmware and other Device-related issues;
- Have an active electric account with NYSEG or RG&E in the state of New York;
- Comply with any other eligibility for enrollment requirements listed on the Program Website

Participants with New BESS. – For your awareness, if you are installing a new BESS, you may also be eligible for an up-front incentive of \$200 per kWh up to 25 kWh size offered through NYSEERDA. That NYSEERDA incentive is separate from this Program. If you are interested, you should work directly with NYSEERDA. For more information, please visit [Residential and Retail Storage Incentives - NYSEERDA](#) to view the eligibility requirements and program manual.

Program Period. As defined above, the Program will run for the Program Period, which is the summer season as defined above. Additionally, if any time beyond that Program Period is added to the Program, those subsequent program periods will be defined on the Program Website and made subject to these Terms. You will be automatically re-enrolled in subsequent program periods, at the Company's discretion, subject to the then-current Terms for the Program. You may withdraw from the Program at any time.

Program Description. Participant agrees to allow DER Vendor, on behalf of the Company, to control the Participant's Devices during the Program Period. Such adjustments are referred to as "**Adjustment Events.**" Adjustment Events may signal the Device to charge, discharge, or change its mode of operation, change device mode, setpoint, or other settings. An Adjustment Event may occur even if the Device is in any kind of hold mode at the start of the Adjustment Event. Participant may opt out of a current or future Adjustment Event at any time by directly adjusting the Device or contacting DER Vendor. Note, that by opting of an Adjustment Event you are at risk of negatively impacting your overall Reward at the end of the season, as more particularly described in the Program Website.

How to Apply. You can apply to participate in the Program through the DER Vendor by following the application steps on the Program Website or on your Original Equipment Manufacturing ("OEM") in-app enrollment. The DER Vendor will provide the Company with your application. The Company may approve or reject your application in their discretion.

How to Withdraw. Once you are approved as a Participant in the Program, you may withdraw by emailing the DER Vendor at the contact address specified below. By withdrawing, your Reward may be negatively impacted.

Program Termination. If the Program is terminated by the Company, declared unlawful, or is ended or suspended by an agency or the State of New York, the Program will be terminated. In the event of termination, DER Vendor may provide notice to you by email, and the Company may provide notice at the Program Website. Termination of the program will result in the immediate end of any Reward.

Unenrollment. The Company may, without liability and in its sole discretion and for any reason, unenroll you from participation in the Program, including ending or impacting your potential eligibility for or receipt of the Reward, at any time and without liability upon notice to you via email (1) if you violate these Terms or applicable law; (2) if you do not comply with any reasonable request from a the Company or DER Vendor in connection with this Program; (3) if at any point the Company declares you ineligible for the Program; (4) if your account with Company or DER Vendor is no longer in good standing; (5) if you do not maintain a continuous connection between your enrolled Device(s) and the Service; (6) if you tamper or attempt to tamper with the operation of the Program; or (7) if you provide any false information within the context of the Program. if you enroll in a conflicting energy program, the Company may unenroll you from the Program without liability and without notice. Unenrollment from the Program will not affect any payment obligations you may have for your DER Vendor Device, and your DER Vendor customer agreement will remain in effect. Unenrollment from the program may negatively impact your overall Reward.

Privacy Notice. By participating in the Program, you agree that the Company and DER Vendor may collect Program Data and that if they cannot collect that information or data, you may not be eligible to participate in the Program. Company and DER Vendor will administer your personal information and usage data consistent with these Terms and each company's then-current privacy policy. The Company's privacy policy is located at [Privacy Notice - NYSEG](#) or [Privacy Notice - RGE](#). DER Vendor's privacy policy is located at: <https://uplight.com/privacy-policy/>.

Changes in Your Electricity Costs. The Company is not responsible for any changes in your electricity costs during our outside of the Program.

Information. You represent and warrant that the information you provide while applying for and during the course of the Program is accurate and complete, and you agree to promptly notify DER Vendor if any information you provided during your application for the Program has changed.

No Waiver. No failure by a Company, at any time, to enforce any right or remedy available to it under these Terms shall not be construed to be a waiver that provision or of the Company's right to enforce each and every provision of these Terms in the future.

No Warranty. The Company does not endorse, guarantee, or warrant any particular manufacturer, Device, or product. The Company provides no warranties, expressed or implied, for any product or service under this Program.

Limitation of Liability. The Company is not responsible or liable for any incorrect or inaccurate program application information, and assumes no responsibility for (i) typographical or other errors in the printing of the Program materials, including information in the Program Website, or the offering or announcement of any reward, (ii) any error, omission, interruption, defect or delay in operation or transmission at any website, (iii) failure of any application to be received due to technical problems, telephone service problems, printing errors, human error or traffic congestion on the internet or at any website, (iv) communications line, hardware and/or software failures, (v) damage to any computer or device (software or hardware) resulting from participation in the Program, (vi) theft or destruction of, tampering with, unauthorized access to, or alterations of applications and/or program application information, or (vii) applications which are late or lost, or (viii) any loss of income due to device control. Additionally, the Company is not responsible or liable for (a) work or workmanship of DER Vendor, NYSERDA, or any other entity or agency, or (b) any design, engineering, construction, permitting, licensing, certification, approval, performance, or safety of the Device. Participant assumes all risk of participation in the Program to the maximum extent permitted by law.

Indemnification. You shall defend, indemnify and save and hold harmless the Company, its agents, corporate parent, subsidiaries, and affiliates and their respective shareholders, members, directors, managers, officers, directors and employees, as well as their successors and assigns (collectively, the "**Indemnified Parties**"), of, from and against any and all claims, demands, causes of action, lawsuits and investigations, and losses, damages, liabilities, judgments, costs (including reasonable legal fees and disbursements of counsel), fines, penalties and other expenses (the foregoing, collectively, "**Claims**") that arise from or are related to any act, default, omission other than the Indemnified Parties' gross negligence.

Hold Harmless. To the maximum extent permitted by law, you agree to hold harmless the Company, its agents, corporate parent, subsidiaries, and affiliates and their respective shareholders, members, directors, managers, officers, directors and employees, as well as their successors and assigns from any injury or damage caused or claimed to be caused by Participation in the Program and/or use or acceptance of any Reward. The Company its agents, corporate parent, subsidiaries, and affiliates and their respective shareholders, members, directors, managers, officers, directors and employees, as well as their successors and assigns has no liability to any Participant for any loss, damage, costs or expenses incurred as a result of or in connection with a Participant's participation in the Program.

Severability and Enforceability. If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect. Participant may not assign these Terms without the written consent of the Company whereas the Company may assign these Terms to any third party. The Company is not responsible for the policies, actions, or inactions of others that might prevent the Participant from entering, participating, or receiving a Reward.

Entire Agreement. These Terms constitute the entire agreement between Company and a Participant relating to the subject matter hereof and supersedes all other such prior or contemporaneous oral and written agreements and understandings.

Governing Law; Jurisdiction and Venue. The Terms shall be governed by, and interpreted in accordance with, the law of the State of New York, exclusive of its choice of law rules. The Parties hereby submit and consent to

the exclusive jurisdiction of the Supreme Judicial Court of the State of New York for the County of Monroe, and of the federal District Court for the District of New York, in any action with respect to this Agreement. In addition, the Parties hereby agree that venue shall be proper in each of said courts. Each Party irrevocably waives any objection that it now has, or that it may have in the future, to such jurisdiction and venue.

No Class Action Procedure. Notwithstanding any of the foregoing or any other provision of these Terms, class actions are not permitted under any circumstance. You agree that, by entering into this Agreement, you may bring claims related to the Program only in your respective individual capacity, not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the judge may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Changes to the Terms. Company may modify these Terms at any time. In the event of a material change in Terms, the Company or the DER Vendor, on behalf of the Company, will notify you by email at the most current email address on record for you at the time of the material change(s). The email notification will include a description of the change made to these Terms, and the effective date of the changed Terms. Your continued participation in the Program thereafter signifies your acceptance to such changed Terms. The changed Terms will apply to disputes only if such disputes arise after the effective date of such changed Terms. The most current version of the Terms will also be posted on the Program Website. You are encouraged to check this site frequently.

Acceptance of Agreement. The use of an electronic signature process to accept and sign these Terms, including your indication of acceptance of these Terms by a click-through or click-wrap process presented on a website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the Company.

Additional Program Details. Additional program details are available on the Program Website. Contact information for NYSERDA and the DER Vendor are:

New York State Energy Research & Development Authority

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