Tesla Program Participation Agreement

Public Service Electric and Gas Company ("the Utility") created a virtual power plant "(VPP") program called GridSmart Battery Program (the "Program") to help reduce stress on the electrical grid, supported by Tesla, Inc. ("Tesla"). This Program compensates eligible customers for upfront capacity commitments. Tesla, Inc. ("Tesla") supports this Program, which is open to customers with one or more eligible Tesla Powerwall(s) (each, a "Device") that Tesla will control during demand response events (each, an "Event"). Your participation is subject to your agreement to be bound by these terms and conditions with Tesla ("Terms"). By signing this document, you ("You" or "Participant") acknowledge that You have read these Terms and agree to be legally bound by them.

1. ELIGIBILITY AND ENROLLMENT

Upon completing the necessary information and agreeing to the Terms, Tesla will submit Your application to Your Utility. Your Utility in its sole discretion shall accept or reject Your participation in the Program. Eligibility criteria includes, at a minimum, that you:

a. Are at least 18 years of age

b. End-user must have an residential electric account in good standing with the Utility

c. End-User must have a complete interconnection application for BESS with the Utility and remain compliant with interconnection requirements

d. Have authority to control the Device as set out in Section 2

2. AUTHORITY

You should not participate in the Program unless You have the authority to control the Device(s) and are the customer of record for the utility account associated with the address at which the Device is installed ("Customer of Record"). By accepting these Terms, You confirm that You have the authority to control the Device and are the Customer of Record, and that Tesla and the Utility can rely on those confirmations in connection with the Program.

3. GRANT OF CONTROL OVER YOUR DEVICE

By accepting these Terms, You grant Tesla remote access to control the enrolled Device to automatically charge and/or discharge the Device, during an Event. Tesla may charge or discharge Your Device at any time and to any level but will make efforts to respect Your preferences as configured in the Tesla App, like VPP Backup Reserve During Events and Event opt-out, as applicable.

4. TERM

This Agreement will commence upon the date that You accept these terms and conditions and will continue for 1 year (the "Term"). Thereafter, the Term shall automatically be extended for additional renewal terms of one (1) year each, each anniversary thereof, until either You or Tesla terminates this Agreement as allowed under these Terms.

5. PROGRAM EVENTS

Events will be called subject to the "Program Rules," which you will be required to review and accept in accordance with this Agreement and a copy of which may be found by clicking the link at the bottom of this page with link title: "Program Terms". Tesla will control the Device to respond during Events and will make reasonable efforts to maximize performance within Your preferences as configured in the Tesla App.

6. COMPENSATION

You acknowledge and agree that Tesla does not guarantee any specific level of compensation from Your participation. The calculation of the performance and compensation is defined by the Utility in the Program Rules published on their website. You agree that the Utility will provide payment to You ("Compensation") for Your Device's contribution to the VPP. The Compensation payments referenced herein, if any, are the only compensation that You will receive from Tesla or the Utility for participating in the Program. You are responsible for all other costs of participating in the Program, including, but not limited to Your cost of electricity to charge Your Device as well as for the general use of Your Device.

7. YOUR DEVICE DATA AND OTHER INFORMATION

Participation in the Program means that the Utility and Tesla will have access to certain types of Your personal identifiable information and energy use data, including, but not limited to, Your name, address, energy usage, utility account number, Device information, data generated from the Program and other personal information, collectively referred to as Confidential Information. You authorize the Utility and Tesla, and their respective employees and representatives, to use and exchange the Confidential Information to administer the Program and in accordance with Tesla's Customer Privacy Policy, as applicable. (Even though this policy is a separate document from these Terms, it is considered part of these Terms). You further authorize Tesla and the Utility to provide Your Confidential Information to relevant regulatory bodies upon their valid, legal request or as otherwise required by law. You also authorize Tesla or the Utility to use or share Confidential Information that is anonymized without further need for Your consent provided that it does not contain any of Your personal identifiable information

8. PROGRAM COMMUNICATIONS.

By accepting these terms and conditions, you consent to Tesla, your Utility and other Program agents communicating with you for the purpose of enrolling you and managing your participation in the Program by email, SMS or telephone, including without limitation placing calls to wireless and other phone numbers using automatic dialing systems and recorded voice technology, notwithstanding any registration pursuant to federal, state or local Do-Not-Call lists or similar registries."

9. ENROLLMENT INTO OTHER VPP PROGRAMS

You agree that Your enrollment into the Program means that You are interested in participating in Virtual Power Plant programs. You grant Tesla the right to apply on Your behalf, unenroll You from programs and enroll you in alternative or follow-on VPP programs that are, in Tesla's sole discretion, similar to the Program. If this occurs, Tesla will notify You of the change and provide You with an option to unenroll.

10. NO WARRANTY; DISCLAIMER

Tesla expressly disclaims all warranties of any kind relating to this Program, whether express, implied or statutory including but not limited to any implied warranties for conditions, merchantability, fitness for a particular purpose, title, non-infringement or misappropriation of intellectual property rights.

11. LIMITATION OF LIABILITY

In no event will Tesla be liable for any direct, indirect, incidental, special or consequential damages arising in connection with the Program, including but not limited to, Your Device's reduced charge during a power outage causing a loss of power or any other loss of power. If You are dissatisfied with the Program, any of these Terms, or believe Tesla has breached these Terms, Your sole and exclusive remedy is to discontinue participation in the Program.

12. TERMINATION

You agree that either of us may choose to terminate Your participation in the Program, at any time and for any reason. If Tesla elects to terminate Your participation in the Program, Tesla will provide You with five business days' written notice to the email address You maintain with Tesla in Your Tesla app. If You elect to terminate Your enrollment in the Program, you may do so by contacting the email address listed in the program facts section and termination will be effective within five business days of processing Your request.

13. GENERAL

i. Entire Agreement. Except as otherwise stated herein, these terms and the Program Rules constitute the entire Agreement between You and Tesla concerning the Program.

ii. No Assignment. You may not assign this Agreement without Tesla's prior written consent.

iii. Severability and Waiver. If any provision herein is invalid or unenforceable, the remaining provisions will remain in full force and effect.

iv. Survival. Termination of the Program will not affect any obligations and rights under this Agreement, including Sections 7, 8, 10, 12 and 13, which are intended to survive such termination.

v. Governing Law. This Agreement is governed by California law.

vi. Amendments. This Agreement may be amended by Tesla from time to time upon 5 days' written notice to the email address You maintain with Tesla in the Tesla app with reference on the program support page which can be accessed through the Tesla app.

TESLA ARBITRATION REQUIREMENT

Agreement to Arbitrate

Read this part carefully because it means you are agreeing that any unresolved dispute between you and Tesla will not be decided by a judge or jury in a public courtroom, but instead by a single arbitrator in a private arbitration.

If you have a dispute arising out of or relating to any aspect of this Agreement and the relationship between you and Tesla, Inc. or its affiliates (which we call "Tesla"), send us an email to **resolutions@tesla.com**, describing your dispute and how you would like it resolved. If it is not resolved within 60 days from the date of your email, you agree that your dispute can only be resolved by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before you ordered your System (such as claims related to statements Tesla made about our products). We will pay all AAA fees for any arbitration, which will be held in the city or county of your legal residence. To learn more about the Rules and how to begin an arbitration, you can call any AAA office or go to **www.adr.org**. The arbitrator can only resolve disputes between you and Tesla, and cannot consolidate claims from others without consent from you, Tesla, and the others. You can only bring claims in arbitration against Tesla in your individual capacity and not as a plaintiff or class member in any class or representative action (and the same is true for Tesla). If a court or arbitrator decides

that any part of this agreement to arbitrate cannot be enforced as to a specific claim for relief or remedy (such as what lawyers call “injunctive” or “declaratory” relief), then that claim or remedy (and only that claim or remedy) will be carved out of the arbitration and can be filed in court; all other claims must be arbitrated. If you prefer, you can take your individual dispute to a small claims court instead. If you don’t want to agree to arbitration, you can “opt out” of arbitration by sending us a letter within 30 days after placing your initial order for your System. Send the letter to Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970 and include your name, your order number, the name of the product you ordered and a statement explaining your desire to opt out of arbitration. If you do not opt out, your agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

Name: _____

Signature:_____ Date: _____