

FEDERAL CONSUMER LEASING ACT DISCLOSURES
RESILIENT HOME 2.0 LEASE AGREEMENT

Lessor: Green Mountain Power Corp. (“GMP”)

Date: _____

Lessee: _____

These disclosures relate to that certain Resilient Home Lease Agreement to be entered into by GMP and Lessee for the lease of the property described below.

| | | | |
|---|--|--|--|
| <p>Description of Property: The leased property is residential photovoltaic and energy storage equipment, consisting of: Qcell (or equivalent) modules and associated racking, Tesla Powerwall <u>3+</u> inverter and battery unit(s), Tesla Powerwall <u>2-3 DC Expansion</u> battery unit(s), Tesla Gateway or generation panel equivalent, or Tesla Backup Switch, and gross solar meter.</p> | | | |
| <p>Amount Due at Lease Signing:</p> <p>\$0.00</p> | <p>Monthly Payments:</p> <p>Your first monthly payment of \$75 55 will be assessed on your first GMP bill and is due on the 15th of the following month.</p> <p>Payments will be assessed as follows:</p> <p>Years 1-10: 12 monthly payments of \$575 55</p> <p>Years 11-25: 12 monthly payments of \$020 20</p> | <p>Other Charges:</p> <p>If you default and GMP terminates this Agreement, an Early Termination charge of up to \$4,000 may be assessed.</p> <p>If GMP terminates this Agreement and you fail to surrender the equipment, GMP may assess an Equipment Charge.</p> <p>See Section 11 for additional information.</p> | <p>Total Payments:</p> <p>By the lease end, you will have paid:</p> <p>\$12,600 6,600</p> |
| <p>Purchase Option: You do <u>not</u> have an option to purchase the leased property at the end of the lease term.</p> | | | |
| <p>Other Important Terms: Refer to the Resilient Home Lease Agreement for additional information on early termination by GMP, maintenance responsibilities, warranties, default charges, and insurance.</p> | | | |

GREEN MOUNTAIN POWER CORPORATION
Resilient Home Lease Agreement – Duplex/Triplex

As part of the Resilient Neighborhood Hillside East at O’Brien Farm project (the “Neighborhood”) and the Green Mountain Power (“GMP”) Resilient Neighborhood Innovative Pilot Program, homes in the Neighborhood have been outfitted with certain electrical equipment (the “Resilient Equipment Package” or “Equipment”) intended to provide resiliency to your home in the event of a power outage and to make the grid more resilient. GMP owns the Equipment and will lease it to you. This Resilient Home Lease Agreement (“Agreement”) describes the terms and conditions of your lease.

Customer Name: _____

 (the “Customer”)

GMP Account Number: _____

Address for installation: _____

 (the “Home” or “Premises”)

| Resilient Equipment Package | Quantity |
|---|----------|
| Solar System: | |
| Qcell Q.PEAK DUO modules | 10 |
| SnapNrack Ultra Rail System | 1 |
| Tesla Backup Gateway/Tesla Backup Switch | 1 |
| Gross solar meter | 1 |
| Energy Storage System: | |
| Tesla Powerwall <u>3</u> Battery and Inverter | 1 |
| Powerwall <u>3 DC Expansion Unit (DCX)</u> ² | 1 |
| Tesla Energy Gateway/Tesla meter collar backup switch | 1 |

1. Program Description: Customer will lease the Resilient Equipment Package identified above. When the grid is running, the Solar System will produce electricity that benefits all GMP customers, and the Energy Storage System will provide GMP with the ability to access and control the Energy Storage System for the purpose of reducing power costs for all customers. During a grid outage, the Resilient Equipment Package is intended to provide Customer with whole-home clean backup power for extended periods of time. Duration of the backup power will depend on the amount of electricity generated by the Solar System, the amount of energy stored in the Energy Storage System at the time of outage, and Customer's energy consumption during the outage. The Equipment has been installed in and on the roof of the Home by manufacturer-certified contractors, subcontractors, or third-party installers on GMP's participating installers list. Installation includes all necessary equipment that provides communication and integration into GMP's energy management platform. Communication between the Energy Storage System and GMP happens through GMP's energy management platform using Customer's internet connection. Further information about the Resilient Neighborhood 2.0 Innovative Pilot Program is available through the Vermont Public Utility Commission's document management system, known as ePUC (<https://epuc.vermont.gov/>), under report number ~~26A-000923A-1487~~.

2. Lease: GMP agrees to lease to Customer the Resilient Equipment Package identified above. In connection with this lease, Customer hereby acknowledges that GMP will locate the Solar System on the roof of the Home and grants GMP a license to locate the Energy Storage System within the Home. As lessor, GMP will maintain ownership of the Equipment for the entire term of this Agreement. The cost of the lease includes a fixed price paid by GMP for the fully installed system and any applicable sales tax. The Equipment as installed may differ from the equipment listed in the Resilient Equipment Package above but in all cases will include substantially equivalent or better equipment with equal to or greater output or storage capacity.

3. Term: This Agreement will commence when the Customer acquires title to the Home (the "Closing") or when the Equipment becomes operational, whichever is later, and shall continue for each System as set forth below.

- a. The Energy Storage System shall continue for a period of ten (10) years (the "ESS Term").
- b. The Solar System shall continue for a period of twenty-five (25) years (the "Solar Term").

4. Payment; Budget Billing:

- a. GMP requires no deposit for the Equipment, and no amount is due upon signing the Agreement. Payments will begin on Customer's first GMP bill at the Home. Bills are due by the date indicated in the invoice.
- b. Lease payments will be reflected as the "Resiliency Package" on Customer's GMP bill. The Resiliency Package includes a charge of \$55 per month for the Energy Storage System and ~~a charge of \$20 per month for~~ the Solar System, for a total charge of ~~\$5575~~. This charge is in addition to charges for electricity consumption. Customer's GMP bill

will also reflect electrical service charges at the rates in which the Customer is enrolled, as well as all other applicable charges, including but not limited to energy efficiency charges, electric assistance program charges, monthly customer charges, and other approved charges and adjusters.

- c. At the start of the Term, Customer will be enrolled in a Budget Billing Plan (the “Plan”) based on GMP’s estimate of future consumption over the first twelve-month period of the Term. Changes in rates will be reflected in the determination of the billing amount under the Plan.

Every month, a Customer billed under the provisions of the Plan will receive the same detailed billing information on the billing statement as a Customer who is not receiving service under the Plan, as well as the amount due under the Plan. GMP will reconcile Customer’s Plan annually. Any additional balance due beyond the budget amount will be billed in twelve equal installments during the ensuing twelve months.

Customers billed under the Plan may terminate the Plan at any time. Customers for whom the Plan is terminated will receive billing of all balances due. Such amounts will be due and payable as if rendered as a regular bill. Customer may elect to rejoin in the Plan at any time of the year and may pay a past due amount via an extended repayment plan concurrent with the Plan.

Customers billed under the Plan shall be subject to disconnection for nonpayment under the same rules as Customers not receiving service under the Plan.

- d. Failure to make timely payment for the Resiliency Package under this Agreement shall not constitute grounds for disconnection of electrical service, but failure to pay for the Resiliency Package will constitute grounds for default. See Section 11, below. Failure to pay for electrical services aside from the Resiliency Package may constitute grounds for disconnection of electrical services.

5. Equipment Purchase: There is no option for Customer to purchase the Equipment at the end of either Term.

6. Residential Photovoltaic and Energy Storage as Requirement of Home Ownership: As set forth in the Declaration of Planned Community for Hillside East at O’Brien Farm in Section 14.19, this Agreement is required as a condition of home ownership, unless an alternative arrangement to provide both onsite residential photovoltaic and energy storage equipment under GMP’s Vermont Public Utility Commission-approved tariffs and programs was approved at the time of the initial purchase of the home.

7. Change in Home Ownership: In the event of a sale of the home where the Equipment is installed, Customer shall provide GMP with thirty (30) days’ advance notice of the sale. Upon such notice, Customer will be provided information to share with the buyer of the Home about executing this Agreement as a condition of home ownership, as set forth in Section 14.19 of the Declaration of Planned Community for Hillside East at O’Brien Farm. Both parties will be required

to sign an Assignment of Agreement provided by GMP, which shall be executed at Closing and which must be returned to GMP thereafter.

8. Home Rental: In the event that Customer leases the Home to a third-party lessee who will assume responsibility for the Home's electricity bill by placing electric service for the Home in the lessee's name, Customer shall provide GMP with thirty (30) days' advance notice of the start of the lease. Upon such notice, the lessee will be required to sign a Resilient Home Lease Agreement or similar agreement. Notwithstanding any such lease, Customer shall remain jointly and severally responsible with any such tenant for all of Customer's obligations under this Agreement.

9. Repair or Improvement of Premises: In the event that Customer chooses to repair or improve the Home or Premises during the Term of this Agreement and such repair or improvement would affect or interfere with the Equipment (e.g., repairs to the roof), Customer shall provide GMP with fifteen (15) days' advance notice so that GMP can remove or otherwise protect and secure the Equipment prior to the commencement of the repair or improvement and reinstall the Equipment once the repair or improvement is complete. Costs associated with removal and reinstallation shall be paid by Customer and Customer agrees to continue making all payments under this Agreement while the repair or improvement is being completed.

10. End of Term; Replacement:

- a. **ESS Term:** At the end of the ESS Term, Customer shall have no further financial obligation to GMP for the ~~Energy Storage System portion of the Resiliency Package~~ (\$55 monthly charge), other than any such financial obligations that have accrued prior to the end of the ESS Term that have not been paid in full. Customer may elect, in writing on a form provided by GMP, for the Energy Storage System to remain in place for GMP load management and Customer's use as a backup power source in accordance with this Agreement for an additional five (5) years (the "ESS Extended Term"), with GMP's ability to continuously use the Energy Storage System at its sole discretion retained. Aside from the Resiliency Package charge in Section 4(b), all other terms and conditions of this Agreement shall remain in force. Alternatively, Customer may request removal of the Energy Storage System at the end of the ESS Term. At the end of the ESS Term or the ESS Extended Term, the Energy Storage System will be removed by GMP and recycled at no cost to Customer.
- b. **Solar Term:** At the end of the Solar Term, ~~Customer shall have no further financial obligation to GMP for the Solar System portion of the Resiliency Package (\$20 monthly charge), other than any such financial obligations that have accrued prior to the end of the Solar System Term that have not been paid in full.~~ GMP may elect for the Solar System to remain in place for GMP energy generation (and for Customer's use as a backup power source, if Customer has separately elected to continue to have an Energy Storage System) in accordance with this Agreement, with GMP's ability to continuously use the Solar System for energy generation retained until the end of the Solar System's useful life, unless GMP in its discretion elects to remove it earlier.

Aside from the Resiliency Package charge in Section 4(b), all other terms and conditions of this Agreement shall remain in force. When the Solar System has reached the end of its useful life or GMP elects to remove it, the Solar System will be removed by GMP and it will be repurposed, recycled, or otherwise disposed of in accordance with best practices and applicable waste management laws and regulations at no cost to Customer.

- c. **Replacement.** Once either Term has ended, Customer may request that GMP replace the Equipment. GMP will replace the Energy Storage System or the Solar System, as applicable, with upgraded equipment. If Customer elects to have the Equipment replaced, Customer will be required to sign a new Agreement reflecting GMP’s then-current terms and conditions.

11. Default:

- a. Customer is in default under this Agreement if Customer fails to make any required payment within thirty (30) days of the due date, or if Customer fails to meet any of its other obligations under this Agreement and such failure is not cured within thirty (30) days’ written notice by GMP to Customer (each a “Default”).
- b. In the event of an uncured Default, GMP may opt to terminate this Agreement and remove some or all of the Equipment, in addition to its rights and remedies under applicable law or in equity. In the event of early termination, a disconnection charge of \$1,500 for the Energy Storage System and/or \$2,500 for the Solar System, as applicable, will be billed to Customer. Within 30 days of early termination, Customer shall surrender the applicable Equipment to GMP or the manufacturer by allowing them to remove the Equipment from the Home. The Equipment must be in the same condition it was in at the time of Closing, with the exception of ordinary wear and tear. Customer will be responsible for repairing cosmetic damage to the Home resulting from the removal of the Equipment, subject to the installer’s limited warranty described in Section 16. Any Equipment that GMP elects not to remove shall stay in place until the end of its useful life with GMP’s ability to continuously use the Equipment at its sole discretion retained, unless GMP elects to remove the Equipment earlier.
- c. If Customer does not surrender the Equipment as required by this section, Customer will be billed an Equipment Charge, which must be paid with thirty (30) days of invoice. The Equipment Charge shall be assessed based on the Total Equipment Cost divided monthly for the course of the Term and prorated by the number of months remaining in the Term. For example, if this Agreement is terminated after five years:

$$\del{\$22,300.00} \underline{\$23,105} / 120 * 60 = \del{\$11,552.50} \underline{\$11,500.00}$$

*Total Energy Storage System Equipment Charge / Total Months in Term * Unexpired Months in Term = Equipment Charge*

$$\del{\$12,352.00} \underline{\$12,800} / 300 * 240 = \del{\$9,881.60} \underline{\$10,240}$$

*Total Solar System Equipment Charge / Total Months in Term * Unexpired Months in Term = Equipment Charge*

12. Access: Customer agrees to provide GMP and any authorized third-party representatives permission to enter the Home at reasonable times and with reasonable notice (meaning and intending 7 am to 5 pm with at least 24 hours' notice, except in the event of emergencies or unless otherwise agreed to by Customer) to perform any maintenance, repair, replacement, or removal activities during the Term of this Agreement. GMP and any authorized third-party representatives shall also have access to the Equipment for the purpose of operation, maintenance, and support in accordance with the manufacturer's specifications and warranty as provided in Section 16. Failing or refusing to allow reasonable access will be a Default. GMP is not responsible for upgrading, repairing, or maintaining any electrical panel, wiring, siting, support, foundation, or any other matter that was not a part of the installation of the Equipment. GMP is not responsible and bears no liability for the malfunctioning of other electrical equipment at the Home, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.

13. Equipment Communication: Customer acknowledges that the Equipment will not be fully accessible by GMP and the manufacturer without: (i) a working and reliable internet connection in the Home that is positioned to communicate reliably with each device; (ii) a user account for each device where applicable; and (iii) other system elements that may be specified as required by the manufacturer of any of the equipment (e.g., smart phone apps). Customer is responsible for ensuring that Customer has all required system elements and that such elements are compatible and properly configured. Customer is responsible for all fees charged by Customer's internet service provider in connection with participation, if any. Customer also acknowledges that they are responsible for complying with all applicable agreements, terms of use or service, and other policies of manufacturer and Customer's internet service provider.

14. Lack of Device Communication: If GMP is unable to access the Equipment and such access is not restored within 30 days upon notice by GMP, it may be considered a Default at GMP's option and is subject to the terms in section 11.

15. Customer Use and GMP Use: The Equipment will be installed with whole-home backup power capability, as feasible and in compliance with all applicable laws, standards, and regulations. As lessee, Customer's control over the Equipment is limited to its usage as a backup power source in the event of a power outage up to the point that the Energy Storage System is completely depleted. Duration of backup power will depend on the amount of electricity generated by the Solar System, the amount of energy stored in the Energy Storage System at the time of outage, and Customer's energy consumption during the outage. GMP shall have the ability to continuously utilize the Equipment at its sole discretion for the Term and has the right to use all the energy generated by the Solar System and all energy stored in the Energy Storage System. Customer agrees to permit all software and system upgrades as required by the Equipment manufacturer. BECAUSE THE ENERGY STORAGE SYSTEM CAN BE DEPLETED AT ANY

TIME, YOU SHOULD NOT RELY EXCLUSIVELY ON THE ENERGY STORAGE SYSTEM TO POWER LIFE-SUPPORTING EQUIPMENT.

16. Warranty and Maintenance:

- a. GMP has secured the installer’s commitment to provide a warranty on installation services for any defect in the work carried out by installer, attached as Exhibit A for informational purposes only (the “Installer Warranty”). As applicable, the Installer Warranty may benefit the Customer and/or the Association.
- b. GMP has secured the manufacturer’s commitment to warranty the Energy Storage System and Solar System to Customer as set forth in the Limited Warranties, attached as Exhibit B for informational purposes only (the “Limited Warranties”).
- c. As Equipment owner, GMP will be responsible for maintenance and warranty issues of the Equipment and Customer should contact GMP for any maintenance or warranty concerns. Customer shall provide GMP and any authorized third-party representatives with access to the Equipment for the purposes of operation, maintenance, and support in accordance with the manufacturer’s specifications and warranty.
- d. Customer acknowledges that aside from the warranties provided in this section, there are no other representations or warranties, express or implied, as to the merchantability, fitness for any purpose, condition, design, capacity, or performance of the Equipment.
- e. The Equipment is not covered by any warranty issued by O’Brien Eastview LLC, or its successors or assigns.

17. Customer Care and Maintenance Obligations:

- a. Customer is responsible for complying with all warranty requirements relating to the Equipment and agrees to permit only certified installers to work on the Equipment.
- b. Customer shall not permit the removal, relocation, alteration, or repair of or tampering with the Equipment, or any other action that could affect the Equipment’s operation or value, without GMP’s written permission. Any modifications, improvements, revisions, or additions to the Equipment shall become part of the Equipment and shall be GMP’s property.
- c. Customer shall not permit the Equipment to be abused or damaged and shall not permit the nameplate identifying the Equipment as the property of GMP to be defaced or removed. Customer shall be liable for all costs for repairs resulting from abuse or damage to the Equipment.
- d. Customer shall keep trees, bushes, and hedges on Customer’s property trimmed so that the Solar System receives as much sunlight as it did when it was installed. Customer agrees not to modify the Home or Premises in any way that shades the Solar System.

- e. Customer shall notify GMP promptly if the Equipment is not working properly and shall notify GMP immediately if Customer discovers damage to, theft of, or another emergency relating to the System.
- f. Customer shall not allow a judgment, tax lien, municipal charge, or tax levy to be filed against the Equipment.
- g. Customer shall not assign, transfer, encumber, sublet, sell, pledge, or in any other way transfer Customer's interest in the Equipment or this Agreement without GMP's prior written consent.
- h. Customer shall maintain functional internet connectivity with Wi-Fi capabilities for the duration of this Agreement.

18. Customer Acknowledgments:

- a. Customer acknowledges that this is a lease agreement and Customer has no right to sell, give away, transfer, pledge, remove, relocate, alter, or tamper with the Equipment at any time. Customer acknowledges that this lease is a true lease for tax and other purposes and that: (i) GMP will receive the benefits of ownership; and (ii) GMP is entitled to claim and receive any and all tax, environmental, or other credits, grants, subsidies, renewable energy credits, carbon offset credits, Vermont Affordable Heat Act credits, rebates, or other benefits related to the Equipment, whether such benefits exist now or arise in the future. Customer agrees to not take or fail to take any action that may harm or interfere with GMP's rights with respect to such credits, rebates, or other benefits. Customer agrees to reasonably cooperate with GMP so it may claim any credits, rebates, or other benefits.
- b. Customer acknowledges that the Equipment is personal property and not a fixture.
- c. Customer acknowledges that the Solar System generates electricity for the benefit of all GMP customers and does not generate electricity for use in the Home, except in the event of a grid outage. Only the energy generated by the Solar System will be available to Customer for backup power services as well as any additional energy stored in the Energy Storage System at the time of a grid outage. Customer acknowledges that GMP owns the Solar System and that Customer may not elect to net meter the Solar System or participate in other solar services or benefits.
- d. Customer acknowledges that GMP will control the charge and discharge of the Energy Storage System installed in the Home. Customer agrees that GMP may access the Energy Storage System remotely for that purpose, and to monitor performance, perform diagnostics and upgrade firmware. Customer acknowledges that the Energy Storage System will only provide backup power services, and only the energy in the Energy Storage System at the time of a grid outage will be available to me for backup power services as well as any additional energy produced by the Solar System during that outage. Other Energy Storage System services, such as solar self-consumption, load

shifting for utility bill management, or other potential future services will not be available.

- e. Customer acknowledges that the Equipment manufacturer owns all intellectual property rights associated with the Equipment and its firmware, and any provided software. Customer understands that Customer will be required to provide certain information, including personally identifiable information, to both GMP and Equipment manufacturer. By providing this information and entering into this Agreement, Customer consents to this information, as well as other information related to energy usage, being shared between GMP and third parties responsible for the management of the grid. Information obtained by GMP or provided to GMP by the manufacturer shall be used in accordance with GMP's Privacy Policy, which is available upon request. Information provided to a manufacturer will be subject to the manufacturer's Privacy Policy.
- f. Customer acknowledges that Customer will need to review and approve Equipment manufacturer's "Customer Privacy" terms, which will be delivered upon Closing.
- g. Customer acknowledges that Customer must have a GMP Smart Meter installed.
- h. Customer acknowledges that Customer is required to own the premises where the Equipment is installed. Customer represents that Customer owns or will own the premises where the Equipment is installed.

Customer Initials: _____

19. Liability: Customer acknowledges that Equipment could fail or malfunction in such a way as to cause damage to property and person. To the fullest extent allowed by law, neither GMP nor O'Brien Eastview LLC and its successors and assigns shall be liable for any direct, indirect, special or consequential damages to any persons or property resulting from or arising out of any use, repair, delay in repairing, replacement of, modification to, or malfunction or failure of the Equipment. Remedies for claims covered by the Limited Warranties are repair or replacement of the Equipment as provided in Exhibit B. To the extent that an issue arises under the Limited Warranties, GMP will submit this request on Customer's behalf as provided in Section 16.

20. Indemnification: Customer shall indemnify and hold harmless GMP and O'Brien Eastview LLC and its successors and assigns for any injury or damage to any persons or property arising from access and use of the Equipment caused by any breach of this Agreement by Customer or by the negligence or intentional misconduct of Customer or of their household members, agents, servants, employees, tenants, licensees, invitees, tenant's invitees, or independent contractors.

21. Risk of Loss; Insurance:

- a. GMP shall bear the risk of loss, damage, theft, destruction, or similar occurrence (collectively, "Loss") to the Equipment, except for Loss that is caused by Customer's

intentional or grossly negligent action or inaction, in which case Customer will be responsible for the cost of the Loss to the Equipment.

- b. GMP shall insure the Equipment against all Loss unless that Loss is caused by Customer's intentional or grossly negligent action or inaction. Customer agrees to carry homeowner's insurance that covers all damage to the interior of the Home. Customer acknowledges that the Association will insure the exterior of the Home.

22. Amendment:

- a. GMP's Resilient Home Program and this Agreement are subject to the oversight of the Vermont Public Utility Commission ("PUC"). This Agreement may be modified or amended by the PUC at any time. GMP shall provide Customer notice of any modification or amendment ordered by the PUC within a reasonable time after such modification or amendment is ordered.
- b. Other than modifications or amendments ordered by the PUC, this Agreement may not be modified except by a writing signed by both GMP and Customer.

23. Miscellaneous:

- a. This Agreement shall be governed by the laws of the State of Vermont.
- b. Except for the privacy policies referenced in Section 18 and applicable PUC tariffs, this Agreement is the entire agreement between GMP and Customer pertaining to the Resilient Equipment Package and supersedes any and all prior agreements, understandings, representations, and statements between the parties, whether oral or written. Any change to the terms of this Agreement must be in a writing signed by Customer and GMP.
- c. The parties agree that any dispute arising out of this Agreement shall be brought either before the PUC or before a state or federal court in the State of Vermont.

24. Electronic Communication and Recurring Payment: Customer consents to receive communications from GMP electronically. Customer agrees that any agreements, notices, disclosures, or other correspondence provided by GMP in electronic format satisfy any legal requirement that such communication be in writing. Customer may revoke this consent at any time by providing notice as provided below.

25. Customer Concerns and Notice: GMP appreciates your participation in creating a greener electricity future and we are committed to providing you with a great customer experience. Any Customer who experiences an issue with the Equipment, has any questions on the operation, or who wishes to obtain detailed payment history information may contact the Green Mountain Power Energy Services Team at 1-888-835-4672. Any Notice required under this Agreement shall be sent to energyserviceteam@greenmountainpower.com.

Customer Signature:

Date: _____

Date: _____

Exhibit A – Installer Warranty

(To be provided with each Resilient Home Lease Agreement)

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Green Mountain Solar offers a limited workmanship warranty on installation services for any defects in the work carried out by its qualified installers when installing a solar or energy storage system at the customer's premise ("workmanship warranty").

Who receives the benefit of this workmanship warranty?

This warranty applies to the customer named in the solar system installation agreement entered into with Green Mountain Solar. Where the installation premise has been transferred, Green Mountain Solar will transfer this workmanship warranty to the new owner of the premise for the balance of the warranty period on the same terms.

Scope of this workmanship warranty

The workmanship warranty covers any defects that arise from the workmanship in installing your solar panels, solar inverter, or energy storage system at the premises specified in the system installation Agreement. It does not cover the system or any of its components, including the performance of the panels or the inverter (which may be covered by separate manufacturer warranties and under law).

- For all work except, the workmanship warranty period is 12 years from the date of completion of the installation.

Where the workmanship warranty applies, Green Mountain Solar will either (at its discretion and cost):

- re-do or repair the installation; or
- replace any faulty part with a comparable new or refurbished part so that the installation is no longer defective.

Limitations and Exclusions of the workmanship warranty:

To the extent permitted by law, claims are excluded from the workmanship warranty where the defect or loss is or has been caused or contributed by:

- improper use of the solar system;
- failure to comply with manufacturer instructions;
- work on the system (including modifying, moving or relocating any part of the system, even if temporary) performed by someone other than us or our installer;
- Any act, omission, misuse, abuse, or damage (whether willful, accidental or negligent) caused by the customer or a third party;
- Any extreme weather not for the location in which the system was installed (eg lightning, floods, power surges, pest damage, corrosion, land or building movement);



- Interference from other devices;
- General wear and tear;
- Events outside of design range caused by the distributor or network operator;
- a failure to promptly notify Green Mountain Solar of any defects. You need to regularly check your system is working properly; or
- any works or parts which were not part of the installation Agreement.

You must provide all reasonable assistance to Green Mountain Solar to help us diagnose and remedy any defects over the phone. If you do not do so, costs to attend your premise may not be covered by this workmanship warranty.

Exhibit B – Limited Warranties

(To be provided with each Resilient Home Lease Agreement)

Powerwall 3

Power Everything

Powerwall 3 is a fully integrated solar and battery system, designed to accelerate the transition to sustainable energy. Customers can receive whole home backup, cost savings, and energy independence by producing and consuming their own energy while participating in grid services. Once installed, customers can manage their system using the Tesla App to customize system behavior to meet their energy goals.

Powerwall 3 achieves this by supporting up to 20 kW DC of solar and providing up to 11.5 kW AC of continuous power per unit. It has the ability to start heavy loads rated up to 185 LRA, meaning a single unit can support the power needs of most homes. Powerwall 3 Expansions make it easier and more affordable to scale up customers' systems to meet their current or future needs. Powerwall 3 is designed for fast and efficient installations, modular system expansion, and simple connection to any electrical service.



2025

Powerwall 3 Technical Specifications

System Technical Specifications

| | | | | |
|--|--|----------|-----------|-----------|
| Model Number | 1707000-xx-y | | | |
| Nominal Grid Voltage (Input & Output) | 120/240 VAC | | | |
| Grid Type | Split phase | | | |
| Frequency | 60 Hz | | | |
| Nominal Battery Energy | 13.5 kWh AC ¹ | | | |
| Nominal Output Power (AC) | 5.8 kW | 7.6 kW | 10 kW | 11.5 kW |
| Maximum Apparent Power | 5,800 VA | 7,600 VA | 10,000 VA | 11,500 VA |
| Maximum Continuous Current | 24 A | 31.7 A | 41.7 A | 48 A |
| Overcurrent Protection Device ² | 30 A | 40 A | 60 A | 60 A |
| Configurable Maximum Continuous Discharge Power Off-Grid (PV Only, -20°C to 25°C) | 15.4 kW ³ | | | |
| Maximum Continuous Charge Current / Power (Powerwall 3 only) | 20.8 A AC / 5 kW | | | |
| Maximum Continuous Charge Current / Power (Powerwall 3 with up to (3) Expansion units) | 33.3 A AC / 8 kW | | | |
| Output Power Factor Rating | 0 - 1 (Grid Code configurable) | | | |
| Maximum Output Fault Current (1 s) | 160 A | | | |
| Maximum Short-Circuit Current Rating | 10 kA | | | |
| Load Start Capability | 185 LRA | | | |
| Solar to Battery to Home/Grid Efficiency | 89% ⁴ | | | |
| Solar to Home/Grid Efficiency | 97.5% ⁵ | | | |
| Power Scalability | Up to 4 Powerwall 3 units supported | | | |
| Energy Scalability | Up to 3 Expansion units (for a maximum total of 7 units) | | | |
| Supported Islanding Devices | Gateway 3, Backup Switch, Backup Gateway 2 | | | |
| Connectivity | Wi-Fi (2.4 and 5 GHz), Ethernet, Cellular (LTE/4G ⁶) | | | |
| Hardware Interface | Dry contact relay, Rapid Shutdown (RSD) certified switch and 2-pin connector, RS-485 for meters | | | |
| AC Metering | Revenue Grade (+/- 0.5%, ANSI C12.20) | | | |
| Protections | Integrated arc fault circuit interrupter (AFCI), Isolation Monitor Interrupter (IMI), PV Rapid Shutdown (RSD) using Tesla Mid-Circuit Interrupters | | | |
| Customer Interface | Tesla Mobile App | | | |
| Warranty | 10 years | | | |

¹ Values provided for 25°C (77°F), at beginning of life. 3.3 kW charge/discharge power.

² See [Powerwall 3 Installation Manual](#) for fuse requirements if using fuse for overcurrent protection.

³ 15.4kW off-grid maximum continuous discharge power is only available if on-grid rating is 11.5 kW. If enabled, Powerwall 3 must be installed with an 80 A breaker and appropriately sized conductors.

⁴ Typical solar shifting use case.

⁵ Tested using CEC weighted efficiency methodology.

⁶ The customer is expected to provide internet connectivity for Powerwall 3; cellular should not be used as the primary mode of connectivity. Cellular connectivity subject to network operator service coverage and signal strength.

TESLA POWERWALL LIMITED WARRANTY (USA)

Effective Date: November 13, 2025

Applies to:

| | |
|-----------------------------|--|
| Powerwall 2 AC | Part Number 1108567-xx-x Part Number 1092170-xx-x Part Number 2012170-xx-x Part Number 3012170-xx-x |
| Powerwall+ | Part Number 1850000-xx-x |
| Powerwall 3 | Part Number 1707000-xx-x |
| Powerwall 3 Expansion | Part Number 1807000-xx-x |
| Gateway | Part Number 1099752-xx-x |
| Backup Gateway | Part Number 1118431-xx-x Part Number 1232100-xx-x |
| Backup Switch | Part Number 1624171-xx-x |
| Gateway 3 | Part Number 1841000-x1-x |
| Tesla Remote Energy Meter | Part Number 2002069-xx-x |
| Neurio Energy Meter | Part Number 1112484-xx-x |
| Tesla Solar Shutdown Device | Part Number 1550379-xx-x Part Number 1879359-xx-x |

Ten Year Limited Warranty

This Limited Warranty applies to the Powerwall 2, Powerwall+, Powerwall 3 and/or Powerwall 3 Expansion (collectively referred to as "Powerwall") and related products listed in the table above (the "Tesla Products") provided they are installed on your site. Tesla, Inc. warrants that:

- (1) Your Powerwall will be free from defects for ten years following its initial installation date; and
- (2) Your Powerwall will have an energy capacity of 13.5 kWh on its initial installation date, and will retain energy capacity as shown in the table below.

| Application | Energy Retention ¹ | Operating Limitation |
|---|---|---|
| Solar self-consumption ² or time-based control ³ , and backup ⁴ | 70% at 10 years following initial installation date | Unlimited cycles |
| Any application not listed above, or any combination of applications that includes one not listed above | 70% at 10 years following initial installation date | 37.8 MWh of aggregate throughput ⁵ |

¹ Expressed as a % of 13.5 kWh rated capacity.

² Storing energy generated by an onsite solar array, and using that stored solar energy for daily self-consumption.

³ Storing energy generated by the grid or an onsite solar array, and using that stored energy for time-of-use load shifting.

⁴ Storing energy generated by the grid or an onsite solar array, and using that stored energy as backup power.

⁵ Measured at the battery AC output.

Your system may (but not necessarily will) include other Tesla Products.

Powerwall+ and Powerwall 3 may also be installed with one or more Tesla Solar Shutdown Devices. The Tesla Solar Shutdown Device is a device installed underneath the solar array when needed to comply with the rapid shutdown requirements of the National Electrical Code. The applicable provisions of this Limited Warranty will only apply to the Tesla Solar Shutdown Device if it has been installed in a System with a Powerwall, and if applicable, Tesla, Inc. warrants that your Solar Shutdown Device(s) will be free from defects for twenty-five (25) years following its initial installation date.

Note that this Limited Warranty (including its duration) is subject to a number of important exclusions and limitations, which are set out in detail below.

Remedies

If your Tesla Product fails to comply with the above Limited Warranty, Tesla will, in its sole discretion, either repair your Tesla Product (using new or refurbished parts), replace your Tesla Product with an equivalent product (new or refurbished), or refund you the market price of an equivalent product at the time of the warranty claim. If Tesla chooses to repair or replace your Tesla Product and the work is performed by a Tesla Certified Installer, this Limited Warranty includes reimbursement of reasonable labor costs to the Certified Installer that performs the work in accordance with the Tesla's standard policies. If your Tesla Product is repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replacement product. Under no circumstances will the original warranty period be extended as a result of your Tesla Product being repaired or replaced.

What Products are Covered?

This Limited Warranty applies to any Powerwall and related Tesla Product that (1) was purchased from Tesla or a Tesla certified installer in the United States of America; (2) has one of the part numbers referenced above; and (3) is installed in the United States of America. Please contact Tesla if you have any concerns regarding whether you purchased your Tesla Product from a Tesla certified installer.

Who Can Make a Claim?

Limited Warranty claims can be made by or on behalf of the end user who acquired and put the Tesla Product into use for the first time. A subsequent owner of the Tesla Product who provides proof of ownership is also entitled to make Limited Warranty claims.

Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to <http://www.adr.org>.

The arbitrator may only resolve disputes between you and Tesla and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

Limitations and Disclaimer

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR POWERWALL AND RELATED TESLA PRODUCT. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described in this Limited Warranty.

Relationship with Applicable Law

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary from state to state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the limitations in the "Limitations and Disclaimer" section above may not apply to you. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.

General Exclusions

This Limited Warranty does not apply to any defect or energy capacity shortfall resulting from any of the following: (i) abuse, misuse or negligence, or damage caused by or resulting from installation, operation, maintenance or repair not in accordance with applicable Tesla Product specifications and manuals, (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of Tesla; (iii) modification or repair of your Tesla Product performed by anyone other than Tesla or a Tesla certified installer; (iv) opening of the external casing of your Powerwall by anyone other than Tesla; (v) failure to operate or maintain your Tesla Product in accordance with the Owner's Manual, including removal of the Backup Switch conduit hub or operation of the manual override switch unless directed to do so by Tesla Support, or by your local electric distribution utility, or in a service event to recover power when the utility grid is supplying power; (vi) any attempt to modify your Tesla Product, whether by physical means, programming or otherwise, without the express written consent of Tesla; or (vii) removal and reinstallation of your Tesla Product at a location other than the original installation location, without the express written consent of Tesla.

In addition, this Limited Warranty does not cover (a) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of your Tesla Product; (b) noise or vibration that is not excessive or uncharacteristic and does not impact your Tesla Product's performance; (c) damage or deterioration that occurs after the expiration or voiding of the warranty period; or (d) theft of your Tesla Product or any of its components.

Exclusion for Failure to Connect to the Internet or Failure to Register your Powerwall

In order to provide this Limited Warranty for the full ten-year warranty period, Tesla requires the ability to update your Powerwall through remote firmware upgrades. Installation of these remote upgrades may interrupt the operation of your Powerwall for a short period. By installing your Powerwall and connecting it to the Internet, you consent to Tesla updating your Powerwall through these remote upgrades from time to time, without further notice to you. If your Powerwall is not connected to the Internet for an extended period, or has not been registered with Tesla, we may not be able to provide important remote firmware upgrades. In these circumstances, we may not be able to honor your full ten-year Limited Warranty. We would prefer to avoid this, so will try to contact you if your Powerwall's Internet connection is interrupted for an extended period. If you did not purchase your Powerwall directly from Tesla or our affiliate, **please register your Powerwall with Tesla⁶** so we are able to contact you, if necessary. Even if we can't honor your full ten-year Limited Warranty for the above reasons, we will always honor your Limited Warranty for at least four years following the date your Powerwall was installed for the first time, subject to the exclusions and limitations set out in this Limited Warranty.

California Proposition 65 Warning

We are required to advise you that the Tesla Product may contain chemicals known to the State of California to cause cancer, birth defects and reproductive harm. We don't expect you to come into contact with any part of your Tesla Product other than the external casing. If you do, please wash your hands afterwards.

Modifications and Waivers

No person or entity, including a Tesla employee or authorized representative, can modify or waive any part of this Limited Warranty. Tesla may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Limited Warranty, either for specific Tesla Product models or on an ad hoc, case-by-case basis. Tesla reserves the right to do the above at any time without incurring any obligation to make a similar payment to other Tesla Product owners.

Limitation of Liability

TESLA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER TESLA HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. TESLA'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR POWERWALL.

SOME STATES DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, OR MAY ONLY APPLY TO A LIMITED EXTENT.

⁶ The Tesla certified installer who sold and/or installed your Powerwall should give you an opportunity to register your Powerwall during the commissioning process. In order to register, you will need to accept the Tesla Customer Privacy Policy (www.tesla.com/legal). If you do not register at the time of installation, you can do so later by contacting us at the email address or telephone numbers listed at the end of this Limited Warranty.

Limitation on Use

YOUR POWERWALL IS NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. TESLA DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR POWERWALL. FURTHER, TESLA RESERVES THE RIGHT TO REFUSE TO SERVICE ANY POWERWALL USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF TESLA'S SERVICE OR REFUSAL TO SERVICE YOUR POWERWALL IN SUCH CIRCUMSTANCES.

Governing Law

This Limited Warranty shall be governed by the laws of the state where your Tesla Product is installed, except to the extent inconsistent with or pre-empted by federal law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Claims Process

In order to make a claim under this Limited Warranty, please contact the Tesla certified installer who sold you your Tesla Product. If you are unable to contact the Tesla certified installer who sold you your Tesla Product, or if you purchased your Tesla Product directly from Tesla, you should contact Tesla at the address, email address or telephone numbers identified below. For a warranty claim to be processed, it must include (i) proof of the original purchase of your Tesla Product and any subsequent transfers of ownership, (ii) a description of the alleged defect(s), and (iii) your Tesla Product's serial number and original installation date. Prior to returning any Product to Tesla, you should obtain an RMA (Return Merchandise Authorization) number from Tesla by submitting a Service Request Form at the link indicated below.

Exhibit B—Limited Warranties

~~(To be provided with each Resilient Home Lease Agreement)~~

FEDERAL CONSUMER LEASING ACT DISCLOSURES
RESILIENT HOME 2.0 LEASE AGREEMENT

Lessor: Green Mountain Power Corp. ("GMP")

Date: _____

Lessee: _____

These disclosures relate to that certain Resilient Home Lease Agreement to be entered into by GMP and Lessee for the lease of the property described below.

| | | | |
|---|---|--|---|
| <p>Description of Property: The leased property is residential photovoltaic and energy storage equipment, consisting of: Qcell (or equivalent) modules and associated racking, Tesla Powerwall <u>3+</u> inverter and battery unit(s), Tesla Powerwall <u>3 DC Expansion 2</u> battery unit(s), Tesla Gateway or generation panel equivalent, or Tesla Backup Switch, and gross solar meter.</p> | | | |
| <p>Amount Due at Lease Signing:</p> <p>\$0.00</p> | <p>Monthly Payments:</p> <p>Your first monthly payment of \$7585 will be assessed on your first GMP bill and is due on the 15th of the following month.</p> <p>Payments will be assessed as follows:</p> <p>Years 1-10: 12 monthly payments of \$7585</p> <p>Years 11-25: 12 monthly payments of \$020</p> | <p>Other Charges:</p> <p>If you default and GMP terminates this Agreement, an Early Termination charge of up to \$4,000 may be assessed.</p> <p>If GMP terminates this Agreement and you fail to surrender the equipment, GMP may assess an Equipment Charge.</p> <p>See Section 11 for additional information.</p> | <p>Total Payments:</p> <p>By the lease end, you will have paid:</p> <p>\$9,00013,800</p> |
| <p>Purchase Option: You do not have an option to purchase the leased property at the end of the lease term.</p> | | | |
| <p>Other Important Terms: Refer to the Resilient Home Lease Agreement for additional information on early termination by GMP, maintenance responsibilities, warranties, default charges, and insurance.</p> | | | |

GREEN MOUNTAIN POWER CORPORATION
Resilient Home 2.0 Lease Agreement

As part of the Resilient Neighborhood Hillside East at O’Brien Farm project (the “Neighborhood”) and the Green Mountain Power (“GMP”) Resilient Neighborhood Innovative Pilot Program, homes in the Neighborhood have been outfitted with certain electrical equipment (the “Resilient Equipment Package” or “Equipment”) intended to provide resiliency to your home in the event of a power outage and to make the grid more resilient. GMP owns the Equipment and will lease it to you. This Resilient Home Lease Agreement (“Agreement”) describes the terms and conditions of your lease.

Customer Name: _____

 (the “Customer”)

GMP Account Number: _____

Address for installation: _____

 (the “Home” or “Premises”)

| Resilient Equipment Package | Quantity |
|--|----------|
| Solar System: | |
| Qcell Q.PEAK DUO modules | 20 |
| SnapNrack Ultra Rail System | 1 |
| Tesla Backup Gateway/Tesla Backup Switch | 1 |
| Gross solar meter | 1 |
| Energy Storage System: | |
| Tesla Powerwall <u>3+</u> Battery and Inverter | 1 |
| Powerwall <u>3 DC Expansion Units (DCX)</u> 2 | 2 |
| Tesla Energy Gateway/Tesla meter collar backup switch | 1 |

1. Program Description: Customer will lease the Resilient Equipment Package identified above. When the grid is running, the Solar System will produce electricity that benefits all GMP customers, and the Energy Storage System will provide GMP with the ability to access and control the Energy Storage System for the purpose of reducing power costs for all customers. During a grid outage, the Resilient Equipment Package is intended to provide Customer with whole-home clean backup power for extended periods of time. Duration of the backup power will depend on the amount of electricity generated by the Solar System, the amount of energy stored in the Energy Storage System at the time of outage, and Customer's energy consumption during the outage. The Equipment has been installed in and on the roof of the Home by manufacturer-certified contractors, subcontractors, or third-party installers on GMP's participating installers list. Installation includes all necessary equipment that provides communication and integration into GMP's energy management platform. Communication between the Energy Storage System and GMP happens through GMP's energy management platform using Customer's internet connection. Further information about the Resilient Neighborhood 2.0 Innovative Pilot Program is available through the Vermont Public Utility Commission's document management system, known as ePUC (<https://epuc.vermont.gov/>), under report number 26A-000923A-1487.

2. Lease: GMP agrees to lease to Customer the Resilient Equipment Package identified above. In connection with this lease, Customer hereby grants GMP a license to locate the Solar System on the roof of the Home and the Energy Storage System within the Home. As lessor, GMP will maintain ownership of the Equipment for the entire term of this Agreement. The cost of the lease includes a fixed price paid by GMP for the fully installed system and any applicable sales tax. The Equipment as installed may differ from the equipment listed in the Resilient Equipment Package above but in all cases will include substantially equivalent or better equipment with equal to or greater output or storage capacity.

3. Term: This Agreement will commence when the Customer acquires title to the Home (the "Closing") or when the Equipment becomes operational, whichever is later, and shall continue for each System as set forth below.

- a. The Energy Storage System shall continue for a period of ten (10) years (the "ESS Term").
- b. The Solar System shall continue for a period of twenty-five (25) years (the "Solar Term").

4. Payment; Budget Billing:

- a. GMP requires no deposit for the Equipment, and no amount is due upon signing the Agreement. Payments will begin on Customer's first GMP bill at the Home. Bills are due by the date indicated in the invoice.
- b. Lease payments will be reflected as the "Resiliency Package" on Customer's GMP bill. The Resiliency Package includes a charge of \$75 per month for the Energy Storage System and the Solar System, for a total charge of \$75. The Resiliency Package includes a charge of \$65 per month for the Energy Storage System and a charge of \$20

~~per month for the Solar System, for a total charge of \$85.~~ This charge is in addition to charges for electricity consumption. Customer's GMP bill will also reflect electrical service charges at the rates in which the Customer is enrolled, as well as all other applicable charges, including but not limited to energy efficiency charges, electric assistance program charges, monthly customer charges, and other approved charges and adjusters.

- c. At the start of the Term, Customer will be enrolled in a Budget Billing Plan (the "Plan") based on GMP's estimate of future consumption over the first twelve-month period of the Term. Changes in rates will be reflected in the determination of the billing amount under the Plan.

Every month, a Customer billed under the provisions of the Plan will receive the same detailed billing information on the billing statement as a Customer who is not receiving service under the Plan, as well as the amount due under the Plan. GMP will reconcile Customer's Plan annually. Any additional balance due beyond the budget amount will be billed in twelve equal installments during the ensuing twelve months.

Customers billed under the Plan may terminate the Plan at any time. Customers for whom the Plan is terminated will receive billing of all balances due. Such amounts will be due and payable as if rendered as a regular bill. Customer may elect to rejoin in the Plan at any time of the year and may pay a past due amount via an extended repayment plan concurrent with the Plan.

Customers billed under the Plan shall be subject to disconnection for nonpayment under the same rules as Customers not receiving service under the Plan.

- d. Failure to make timely payment for the Resiliency Package under this Agreement shall not constitute grounds for disconnection of electrical service, but failure to pay for the Resiliency Package will constitute grounds for default. See Section 11, below. Failure to pay for electrical services aside from the Resiliency Package may constitute grounds for disconnection of electrical services.

5. Equipment Purchase: There is no option for Customer to purchase the Equipment at the end of either Term.

6. Residential Photovoltaic and Energy Storage as Requirement of Home Ownership: As set forth in the Declaration of Planned Community for Hillside East at O'Brien Farm in Section 14.19, this Agreement is required as a condition of home ownership, unless an alternative arrangement to provide both onsite residential photovoltaic and energy storage equipment under GMP's Vermont Public Utility Commission-approved tariffs and programs was approved at the time of the initial purchase of the home.

7. Change in Home Ownership: In the event of a sale of the home where the Equipment is installed, Customer shall provide GMP with thirty (30) days' advance notice of the sale. Upon such notice, Customer will be provided information to share with the buyer of the Home about executing this Agreement as a condition of home ownership, as set forth in Section 14.19 of the

Declaration of Planned Community for Hillside East at O'Brien Farm. Both parties will be required to sign an Assignment of Agreement provided by GMP, which shall be executed at Closing and which must be returned to GMP thereafter.

8. Home Rental: In the event that Customer leases the Home to a third-party lessee who will assume responsibility for the Home's electricity bill by placing electric service for the Home in the lessee's name, Customer shall provide GMP with thirty (30) days' advance notice of the start of the lease. Upon such notice, the lessee will be required to sign a Resilient Home Lease Agreement or similar agreement. Notwithstanding any such lease, Customer shall remain jointly and severally responsible with any such tenant for all of Customer's obligations under this Agreement.

9. Repair or Improvement of Premises: In the event that Customer chooses to repair or improve the Home or Premises during the Term of this Agreement and such repair or improvement would affect or interfere with the Equipment (e.g., repairs to the roof), Customer shall provide GMP with fifteen (15) days' advance notice so that GMP can remove or otherwise protect and secure the Equipment prior to the commencement of the repair or improvement and reinstall the Equipment once the repair or improvement is complete. Costs associated with removal and reinstallation shall be paid by Customer and Customer agrees to continue making all payments under this Agreement while the repair or improvement is being completed.

10. End of Term; Replacement:

a. **ESS Term:** At the end of the ESS Term, Customer shall have no further financial obligation to GMP for the ~~Energy Storage System portion of the~~ Resiliency Package (\$~~7565~~ monthly charge), other than any such financial obligations that have accrued prior to the end of the ESS Term that have not been paid in full. Customer may elect, in writing on a form provided by GMP, for the Energy Storage System to remain in place for GMP load management and Customer's use as a backup power source in accordance with this Agreement for an additional five (5) years (the "ESS Extended Term"), with GMP's ability to continuously use the Energy Storage System at its sole discretion retained. Aside from the Resiliency Package charge in Section 4(b), all other terms and conditions of this Agreement shall remain in force. Alternatively, Customer may request removal of the Energy Storage System at the end of the ESS Term. At the end of the ESS Term or the ESS Extended Term, the Energy Storage System will be removed by GMP and recycled at no cost to Customer.

b. **Solar Term:** ~~At the end of the Solar Term, Customer shall have no further financial obligation to GMP for the Solar System portion of the Resiliency Package (\$20 monthly charge), other than any such financial obligations that have accrued prior to the end of the Solar System Term that have not been paid in full.~~ At the end of the solar term, GMP may elect for the Solar System to remain in place for GMP energy generation (and for Customer's use as a backup power source, if Customer has separately elected to continue to have an Energy Storage System) in accordance with this Agreement, with GMP's ability to continuously use the Solar System for energy

generation retained until the end of the Solar System’s useful life, unless GMP in its discretion elects to remove it earlier. Aside from the Resiliency Package charge in Section 4(b), all other terms and conditions of this Agreement shall remain in force. When the Solar System has reached the end of its useful life or GMP elects to remove it, the Solar System will be removed by GMP and it will be repurposed, recycled, or otherwise disposed of in accordance with best practices and applicable waste management laws and regulations at no cost to Customer.

- c. **Replacement.** Once either Term has ended, Customer may request that GMP replace the Equipment. GMP will replace the Energy Storage System or the Solar System, as applicable, with upgraded equipment. If Customer elects to have the Equipment replaced, Customer will be required to sign a new Agreement reflecting GMP’s then-current terms and conditions.

11. Default:

- a. Customer is in default under this Agreement if Customer fails to make any required payment within thirty (30) days of the due date, or if Customer fails to meet any of its other obligations under this Agreement and such failure is not cured within thirty (30) days’ written notice by GMP to Customer (each a “Default”).
- b. In the event of an uncured Default, GMP may opt to terminate this Agreement and remove some or all of the Equipment, in addition to its rights and remedies under applicable law or in equity. In the event of early termination, a disconnection charge of \$1,500 for the Energy Storage System and/or \$2,500 for the Solar System, as applicable, will be billed to Customer. Within 30 days of early termination, Customer shall surrender the applicable Equipment to GMP or the manufacturer by allowing them to remove the Equipment from the Home. The Equipment must be in the same condition it was in at the time of Closing, with the exception of ordinary wear and tear. Customer will be responsible for repairing cosmetic damage to the Home resulting from the removal of the Equipment, subject to the installer’s limited warranty described in Section 16. Any Equipment that GMP elects not to remove shall stay in place until the end of its useful life with GMP’s ability to continuously use the Equipment at its sole discretion retained, unless GMP elects to remove the Equipment earlier.
- c. If Customer does not surrender the Equipment as required by this section, Customer will be billed an Equipment Charge, which must be paid with thirty (30) days of invoice. The Equipment Charge shall be assessed based on the Total Equipment Cost divided monthly for the course of the Term and prorated by the number of months remaining in the Term. For example, if this Agreement is terminated after five years:

$$\del{\$31,100.00} \underline{\$33,704} \quad / \quad 120 \quad * \quad 60 \quad = \quad \del{\$15,550.00} \underline{\$16,852}$$

*Total Energy Storage System Equipment Charge / Total Months in Term * Unexpired Months in Term = Equipment Charge*

$$\del{\$22,680.00} \underline{\$23,105} \quad / \quad 300 \quad * \quad 240 \quad = \quad \del{\$18,144.00} \underline{\$18,484}$$

*Total Solar System Equipment Charge / Total Months in Term * Unexpired Months in Term = Equipment Charge*

12. Access: Customer agrees to provide GMP and any authorized third-party representatives permission to enter the Home at reasonable times and with reasonable notice (meaning and intending 7 am to 5 pm with at least 24 hours' notice, except in the event of emergencies or unless otherwise agreed to by Customer) to perform any maintenance, repair, replacement, or removal activities during the Term of this Agreement. GMP and any authorized third-party representatives shall also have access to the Equipment for the purpose of operation, maintenance, and support in accordance with the manufacturer's specifications and warranty as provided in Section 16. Failing or refusing to allow reasonable access will be a Default. GMP is not responsible for upgrading, repairing, or maintaining any electrical panel, wiring, siting, support, foundation, or any other matter that was not a part of the installation of the Equipment. GMP is not responsible and bears no liability for the malfunctioning of other electrical equipment at the Home, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.

13. Equipment Communication: Customer acknowledges that the Equipment will not be fully accessible by GMP and the manufacturer without: (i) a working and reliable internet connection in the Home that is positioned to communicate reliably with each device; (ii) a user account for each device where applicable; and (iii) other system elements that may be specified as required by the manufacturer of any of the equipment (e.g., smart phone apps). Customer is responsible for ensuring that Customer has all required system elements and that such elements are compatible and properly configured. Customer is responsible for all fees charged by Customer's internet service provider in connection with participation, if any. Customer also acknowledges that they are responsible for complying with all applicable agreements, terms of use or service, and other policies of manufacturer and Customer's internet service provider.

14. Lack of Device Communication: If GMP is unable to access the Equipment and such access is not restored within 30 days upon notice by GMP, it may be considered a Default at GMP's option and is subject to the terms in section 11.

15. Customer Use and GMP Use: The Equipment will be installed with whole-home backup power capability, as feasible and in compliance with all applicable laws, standards, and regulations. As lessee, Customer's control over the Equipment is limited to its usage as a backup power source in the event of a power outage up to the point that the Energy Storage System is completely depleted. Duration of backup power will depend on the amount of electricity generated by the Solar System, the amount of energy stored in the Energy Storage System at the time of outage, and Customer's energy consumption during the outage. GMP shall have the ability to continuously utilize the Equipment at its sole discretion for the Term and has the right to use all the energy generated by the Solar System and all energy stored in the Energy Storage System. Customer agrees to permit all software and system upgrades as required by the Equipment manufacturer. BECAUSE THE ENERGY STORAGE SYSTEM CAN BE DEPLETED AT ANY

TIME, YOU SHOULD NOT RELY EXCLUSIVELY ON THE ENERGY STORAGE SYSTEM TO POWER LIFE-SUPPORTING EQUIPMENT.

16. Warranty and Maintenance:

- a. GMP has secured the installer's commitment to provide a warranty on installation services for any defect in the work carried out by installer, attached as Exhibit A for informational purposes only (the "Installer Warranty").
- b. GMP has secured the manufacturer's commitment to warranty the Energy Storage System and Solar System to Customer as set forth in the Limited Warranties, attached as Exhibit B for informational purposes only (the "Limited Warranties").
- c. As Equipment owner, GMP will be responsible for maintenance and warranty issues of the Equipment and Customer should contact GMP for any maintenance or warranty concerns. Customer shall provide GMP and any authorized third-party representatives with access to the Equipment for the purposes of operation, maintenance, and support in accordance with the manufacturer's specifications and warranty.
- d. Customer acknowledges that aside from the warranties provided in this section, there are no other representations or warranties, express or implied, as to the merchantability, fitness for any purpose, condition, design, capacity, or performance of the Equipment.
- e. The Equipment is not covered by any warranty issued by O'Brien Eastview LLC, or its successors or assigns.

17. Customer Care and Maintenance Obligations:

- a. Customer is responsible for complying with all warranty requirements relating to the Equipment and agrees to permit only certified installers to work on the Equipment.
- b. Customer shall not permit the removal, relocation, alteration, or repair of or tampering with the Equipment, or any other action that could affect the Equipment's operation or value, without GMP's written permission. Any modifications, improvements, revisions, or additions to the Equipment shall become part of the Equipment and shall be GMP's property.
- c. Customer shall not permit the Equipment to be abused or damaged and shall not permit the nameplate identifying the Equipment as the property of GMP to be defaced or removed. Customer shall be liable for all costs for repairs resulting from abuse or damage to the Equipment.
- d. Customer shall keep trees, bushes, and hedges on Customer's property trimmed so that the Solar System receives as much sunlight as it did when it was installed. Customer agrees not to modify the Home or Premises in any way that shades the Solar System.

- e. Customer shall notify GMP promptly if the Equipment is not working properly and shall notify GMP immediately if Customer discovers damage to, theft of, or another emergency relating to the System.
- f. Customer shall not allow a judgment, tax lien, municipal charge, or tax levy to be filed against the Equipment.
- g. Customer shall not assign, transfer, encumber, sublet, sell, pledge, or in any other way transfer Customer's interest in the Equipment or this Agreement without GMP's prior written consent.
- h. Customer shall maintain functional internet connectivity with Wi-Fi capabilities for the duration of this Agreement.

18. Customer Acknowledgments:

- a. Customer acknowledges that this is a lease agreement and Customer has no right to sell, give away, transfer, pledge, remove, relocate, alter, or tamper with the Equipment at any time. Customer acknowledges that this lease is a true lease for tax and other purposes and that: (i) GMP will receive the benefits of ownership; and (ii) GMP is entitled to claim and receive any and all tax, environmental, or other credits, grants, subsidies, renewable energy credits, carbon offset credits, Vermont Affordable Heat Act credits, rebates, or other benefits related to the Equipment, whether such benefits exist now or arise in the future. Customer agrees to not take or fail to take any action that may harm or interfere with GMP's rights with respect to such credits, rebates, or other benefits. Customer agrees to reasonably cooperate with GMP so it may claim any credits, rebates, or other benefits.
- b. Customer acknowledges that the Equipment is personal property and not a fixture.
- c. Customer acknowledges that the Solar System generates electricity for the benefit of all GMP customers and does not generate electricity for use in the Home, except in the event of a grid outage. Only the energy generated by the Solar System will be available to Customer for backup power services as well as any additional energy stored in the Energy Storage System at the time of a grid outage. Customer acknowledges that GMP owns the Solar System and that Customer may not elect to net meter the Solar System or participate in other solar services or benefits.
- d. Customer acknowledges that GMP will control the charge and discharge of the Energy Storage System installed in the Home. Customer agrees that GMP may access the Energy Storage System remotely for that purpose, and to monitor performance, perform diagnostics and upgrade firmware. Customer acknowledges that the Energy Storage System will only provide backup power services, and only the energy in the Energy Storage System at the time of a grid outage will be available to me for backup power services as well as any additional energy produced by the Solar System during that outage. Other Energy Storage System services, such as solar self-consumption, load

shifting for utility bill management, or other potential future services will not be available.

- e. Customer acknowledges that the Equipment manufacturer owns all intellectual property rights associated with the Equipment and its firmware, and any provided software. Customer understands that Customer will be required to provide certain information, including personally identifiable information, to both GMP and Equipment manufacturer. By providing this information and entering into this Agreement, Customer consents to this information, as well as other information related to energy usage, being shared between GMP and third parties responsible for the management of the grid. Information obtained by GMP or provided to GMP by the manufacturer shall be used in accordance with GMP's Privacy Policy, which is available upon request. Information provided to a manufacturer will be subject to the manufacturer's Privacy Policy.
- f. Customer acknowledges that Customer will need to review and approve Equipment manufacturer's "Customer Privacy" terms, which will be delivered upon Closing.
- g. Customer acknowledges that Customer must have a GMP Smart Meter installed.
- h. Customer acknowledges that Customer is required to own the premises where the Equipment is installed. Customer represents that Customer owns or will own the premises where the Equipment is installed.

Customer Initials: _____

19. Liability: Customer acknowledges that Equipment could fail or malfunction in such a way as to cause damage to property and person. To the fullest extent allowed by law, neither GMP nor O'Brien Eastview LLC and its successors and assigns shall be liable for any direct, indirect, special or consequential damages to any persons or property resulting from or arising out of any use, repair, delay in repairing, replacement of, modification to, or malfunction or failure of the Equipment. Remedies for claims covered by the Limited Warranties are repair or replacement of the Equipment as provided in Exhibit B. To the extent that an issue arises under the Limited Warranties, GMP will submit this request on Customer's behalf as provided in Section 16.

20. Indemnification: Customer shall indemnify and hold harmless GMP and O'Brien Eastview LLC and its successors and assigns for any injury or damage to any persons or property arising from access and use of the Equipment caused by any breach of this Agreement by Customer or by the negligence or intentional misconduct of Customer or of their household members, agents, servants, employees, tenants, licensees, invitees, tenant's invitees, or independent contractors.

21. Risk of Loss; Insurance:

- a. GMP shall bear the risk of loss, damage, theft, destruction, or similar occurrence (collectively, "Loss") to the Equipment, except for Loss that is caused by Customer's

intentional or grossly negligent action or inaction, in which case Customer will be responsible for the cost of the Loss to the Equipment.

- b. GMP shall insure the Equipment against all Loss unless that Loss is caused by Customer's intentional or grossly negligent action or inaction. Customer agrees to carry homeowner's insurance that covers all damage to the Home and Premises.

22. Amendment:

- a. GMP's Resilient Home Program and this Agreement are subject to the oversight of the Vermont Public Utility Commission ("PUC"). This Agreement may be modified or amended by the PUC at any time. GMP shall provide Customer notice of any modification or amendment ordered by the PUC within a reasonable time after such modification or amendment is ordered.
- b. Other than modifications or amendments ordered by the PUC, this Agreement may not be modified except by a writing signed by both GMP and Customer.

23. Miscellaneous:

- a. This Agreement shall be governed by the laws of the State of Vermont.
- b. Except for the privacy policies referenced in Section 18 and applicable PUC tariffs, this Agreement is the entire agreement between GMP and Customer pertaining to the Resilient Equipment Package and supersedes any and all prior agreements, understandings, representations, and statements between the parties, whether oral or written. Any change to the terms of this Agreement must be in a writing signed by Customer and GMP.
- c. The parties agree that any dispute arising out of this Agreement shall be brought either before the PUC or before a state or federal court in the State of Vermont.

24. Electronic Communication and Recurring Payment: Customer consents to receive communications from GMP electronically. Customer agrees that any agreements, notices, disclosures, or other correspondence provided by GMP in electronic format satisfy any legal requirement that such communication be in writing. Customer may revoke this consent at any time by providing notice as provided below.

25. Customer Concerns and Notice: GMP appreciates your participation in creating a greener electricity future and we are committed to providing you with a great customer experience. Any Customer who experiences an issue with the Equipment, has any questions on the operation, or who wishes to obtain detailed payment history information may contact the Green Mountain Power Energy Services Team at 1-888-835-4672. Any Notice required under this Agreement shall be sent to energyserviceteam@greenmountainpower.com.

Customer Signature:

Date: _____

Date: _____

Exhibit A – Installer Warranty

(To be provided with each Resilient Home Lease Agreement)

Exhibit A – Installer Warranty

(To be provided with each Resilient Home Lease Agreement)



Green Mountain Solar offers a limited workmanship warranty on installation services for any defects in the work carried out by its qualified installers when installing a solar or energy storage system at the customer's premise ("workmanship warranty").

Who receives the benefit of this workmanship warranty?

This warranty applies to the customer named in the solar system installation agreement entered into with Green Mountain Solar. Where the installation premise has been transferred, Green Mountain Solar will transfer this workmanship warranty to the new owner of the premise for the balance of the warranty period on the same terms.

Scope of this workmanship warranty

The workmanship warranty covers any defects that arise from the workmanship in installing your solar panels, solar inverter, or energy storage system at the premises specified in the system installation Agreement. It does not cover the system or any of its components, including the performance of the panels or the inverter (which may be covered by separate manufacturer warranties and under law).

- For all work except, the workmanship warranty period is 12 years from the date of completion of the installation.

Where the workmanship warranty applies, Green Mountain Solar will either (at its discretion and cost):

- re-do or repair the installation; or
- replace any faulty part with a comparable new or refurbished part so that the installation is no longer defective.

Limitations and Exclusions of the workmanship warranty:

To the extent permitted by law, claims are excluded from the workmanship warranty where the defect or loss is or has been caused or contributed by:

- improper use of the solar system;
- failure to comply with manufacturer instructions;
- work on the system (including modifying, moving or relocating any part of the system, even if temporary) performed by someone other than us or our installer;
- Any act, omission, misuse, abuse, or damage (whether willful, accidental or negligent) caused by the customer or a third party;
- Any extreme weather not for the location in which the system was installed (eg lightning, floods, power surges, pest damage, corrosion, land or building movement);



- Interference from other devices;
- General wear and tear;
- Events outside of design range caused by the distributor or network operator;
- a failure to promptly notify Green Mountain Solar of any defects. You need to regularly check your system is working properly; or
- any works or parts which were not part of the installation Agreement.

You must provide all reasonable assistance to Green Mountain Solar to help us diagnose and remedy any defects over the phone. If you do not do so, costs to attend your premise may not be covered by this workmanship warranty.

Exhibit B – Limited Warranties

(To be provided with each Resilient Home Lease Agreement)

Powerwall 3

Power Everything

Powerwall 3 is a fully integrated solar and battery system, designed to accelerate the transition to sustainable energy. Customers can receive whole home backup, cost savings, and energy independence by producing and consuming their own energy while participating in grid services. Once installed, customers can manage their system using the Tesla App to customize system behavior to meet their energy goals.

Powerwall 3 achieves this by supporting up to 20 kW DC of solar and providing up to 11.5 kW AC of continuous power per unit. It has the ability to start heavy loads rated up to 185 LRA, meaning a single unit can support the power needs of most homes. Powerwall 3 Expansions make it easier and more affordable to scale up customers' systems to meet their current or future needs. Powerwall 3 is designed for fast and efficient installations, modular system expansion, and simple connection to any electrical service.



2025

Powerwall 3 Technical Specifications

System Technical Specifications

| | | | | |
|--|--|----------|-----------|-----------|
| Model Number | 1707000-xx-y | | | |
| Nominal Grid Voltage (Input & Output) | 120/240 VAC | | | |
| Grid Type | Split phase | | | |
| Frequency | 60 Hz | | | |
| Nominal Battery Energy | 13.5 kWh AC ¹ | | | |
| Nominal Output Power (AC) | 5.8 kW | 7.6 kW | 10 kW | 11.5 kW |
| Maximum Apparent Power | 5,800 VA | 7,600 VA | 10,000 VA | 11,500 VA |
| Maximum Continuous Current | 24 A | 31.7 A | 41.7 A | 48 A |
| Overcurrent Protection Device ² | 30 A | 40 A | 60 A | 60 A |
| Configurable Maximum Continuous Discharge Power Off-Grid (PV Only, -20°C to 25°C) | 15.4 kW ³ | | | |
| Maximum Continuous Charge Current / Power (Powerwall 3 only) | 20.8 A AC / 5 kW | | | |
| Maximum Continuous Charge Current / Power (Powerwall 3 with up to (3) Expansion units) | 33.3 A AC / 8 kW | | | |
| Output Power Factor Rating | 0 - 1 (Grid Code configurable) | | | |
| Maximum Output Fault Current (1 s) | 160 A | | | |
| Maximum Short-Circuit Current Rating | 10 kA | | | |
| Load Start Capability | 185 LRA | | | |
| Solar to Battery to Home/Grid Efficiency | 89% ⁴ | | | |
| Solar to Home/Grid Efficiency | 97.5% ⁵ | | | |
| Power Scalability | Up to 4 Powerwall 3 units supported | | | |
| Energy Scalability | Up to 3 Expansion units (for a maximum total of 7 units) | | | |
| Supported Islanding Devices | Gateway 3, Backup Switch, Backup Gateway 2 | | | |
| Connectivity | Wi-Fi (2.4 and 5 GHz), Ethernet, Cellular (LTE/4G ⁶) | | | |
| Hardware Interface | Dry contact relay, Rapid Shutdown (RSD) certified switch and 2-pin connector, RS-485 for meters | | | |
| AC Metering | Revenue Grade (+/- 0.5%, ANSI C12.20) | | | |
| Protections | Integrated arc fault circuit interrupter (AFCI), Isolation Monitor Interrupter (IMI), PV Rapid Shutdown (RSD) using Tesla Mid-Circuit Interrupters | | | |
| Customer Interface | Tesla Mobile App | | | |
| Warranty | 10 years | | | |

¹ Values provided for 25°C (77°F), at beginning of life. 3.3 kW charge/discharge power.

² See [Powerwall 3 Installation Manual](#) for fuse requirements if using fuse for overcurrent protection.

³ 15.4kW off-grid maximum continuous discharge power is only available if on-grid rating is 11.5 kW. If enabled, Powerwall 3 must be installed with an 80 A breaker and appropriately sized conductors.

⁴ Typical solar shifting use case.

⁵ Tested using CEC weighted efficiency methodology.

⁶ The customer is expected to provide internet connectivity for Powerwall 3; cellular should not be used as the primary mode of connectivity. Cellular connectivity subject to network operator service coverage and signal strength.

TESLA POWERWALL LIMITED WARRANTY (USA)

Effective Date: November 13, 2025

Applies to:

| | |
|-----------------------------|--|
| Powerwall 2 AC | Part Number 1108567-xx-x Part Number 1092170-xx-x Part Number 2012170-xx-x Part Number 3012170-xx-x |
| Powerwall+ | Part Number 1850000-xx-x |
| Powerwall 3 | Part Number 1707000-xx-x |
| Powerwall 3 Expansion | Part Number 1807000-xx-x |
| Gateway | Part Number 1099752-xx-x |
| Backup Gateway | Part Number 1118431-xx-x Part Number 1232100-xx-x |
| Backup Switch | Part Number 1624171-xx-x |
| Gateway 3 | Part Number 1841000-x1-x |
| Tesla Remote Energy Meter | Part Number 2002069-xx-x |
| Neurio Energy Meter | Part Number 1112484-xx-x |
| Tesla Solar Shutdown Device | Part Number 1550379-xx-x Part Number 1879359-xx-x |

Ten Year Limited Warranty

This Limited Warranty applies to the Powerwall 2, Powerwall+, Powerwall 3 and/or Powerwall 3 Expansion (collectively referred to as "Powerwall") and related products listed in the table above (the "Tesla Products") provided they are installed on your site. Tesla, Inc. warrants that:

- (1) Your Powerwall will be free from defects for ten years following its initial installation date; and
- (2) Your Powerwall will have an energy capacity of 13.5 kWh on its initial installation date, and will retain energy capacity as shown in the table below.

| Application | Energy Retention ¹ | Operating Limitation |
|---|---|---|
| Solar self-consumption ² or time-based control ³ , and backup ⁴ | 70% at 10 years following initial installation date | Unlimited cycles |
| Any application not listed above, or any combination of applications that includes one not listed above | 70% at 10 years following initial installation date | 37.8 MWh of aggregate throughput ⁵ |

¹ Expressed as a % of 13.5 kWh rated capacity.

² Storing energy generated by an onsite solar array, and using that stored solar energy for daily self-consumption.

³ Storing energy generated by the grid or an onsite solar array, and using that stored energy for time-of-use load shifting.

⁴ Storing energy generated by the grid or an onsite solar array, and using that stored energy as backup power.

⁵ Measured at the battery AC output.

Your system may (but not necessarily will) include other Tesla Products.

Powerwall+ and Powerwall 3 may also be installed with one or more Tesla Solar Shutdown Devices. The Tesla Solar Shutdown Device is a device installed underneath the solar array when needed to comply with the rapid shutdown requirements of the National Electrical Code. The applicable provisions of this Limited Warranty will only apply to the Tesla Solar Shutdown Device if it has been installed in a System with a Powerwall, and if applicable, Tesla, Inc. warrants that your Solar Shutdown Device(s) will be free from defects for twenty-five (25) years following its initial installation date.

Note that this Limited Warranty (including its duration) is subject to a number of important exclusions and limitations, which are set out in detail below.

Remedies

If your Tesla Product fails to comply with the above Limited Warranty, Tesla will, in its sole discretion, either repair your Tesla Product (using new or refurbished parts), replace your Tesla Product with an equivalent product (new or refurbished), or refund you the market price of an equivalent product at the time of the warranty claim. If Tesla chooses to repair or replace your Tesla Product and the work is performed by a Tesla Certified Installer, this Limited Warranty includes reimbursement of reasonable labor costs to the Certified Installer that performs the work in accordance with the Tesla's standard policies. If your Tesla Product is repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replacement product. Under no circumstances will the original warranty period be extended as a result of your Tesla Product being repaired or replaced.

What Products are Covered?

This Limited Warranty applies to any Powerwall and related Tesla Product that (1) was purchased from Tesla or a Tesla certified installer in the United States of America; (2) has one of the part numbers referenced above; and (3) is installed in the United States of America. Please contact Tesla if you have any concerns regarding whether you purchased your Tesla Product from a Tesla certified installer.

Who Can Make a Claim?

Limited Warranty claims can be made by or on behalf of the end user who acquired and put the Tesla Product into use for the first time. A subsequent owner of the Tesla Product who provides proof of ownership is also entitled to make Limited Warranty claims.

Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to <http://www.adr.org>.

The arbitrator may only resolve disputes between you and Tesla and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

Limitations and Disclaimer

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR POWERWALL AND RELATED TESLA PRODUCT. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described in this Limited Warranty.

Relationship with Applicable Law

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary from state to state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the limitations in the "Limitations and Disclaimer" section above may not apply to you. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.

General Exclusions

This Limited Warranty does not apply to any defect or energy capacity shortfall resulting from any of the following: (i) abuse, misuse or negligence, or damage caused by or resulting from installation, operation, maintenance or repair not in accordance with applicable Tesla Product specifications and manuals, (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of Tesla; (iii) modification or repair of your Tesla Product performed by anyone other than Tesla or a Tesla certified installer; (iv) opening of the external casing of your Powerwall by anyone other than Tesla; (v) failure to operate or maintain your Tesla Product in accordance with the Owner's Manual, including removal of the Backup Switch conduit hub or operation of the manual override switch unless directed to do so by Tesla Support, or by your local electric distribution utility, or in a service event to recover power when the utility grid is supplying power; (vi) any attempt to modify your Tesla Product, whether by physical means, programming or otherwise, without the express written consent of Tesla; or (vii) removal and reinstallation of your Tesla Product at a location other than the original installation location, without the express written consent of Tesla.

In addition, this Limited Warranty does not cover (a) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of your Tesla Product; (b) noise or vibration that is not excessive or uncharacteristic and does not impact your Tesla Product's performance; (c) damage or deterioration that occurs after the expiration or voiding of the warranty period; or (d) theft of your Tesla Product or any of its components.

Exclusion for Failure to Connect to the Internet or Failure to Register your Powerwall

In order to provide this Limited Warranty for the full ten-year warranty period, Tesla requires the ability to update your Powerwall through remote firmware upgrades. Installation of these remote upgrades may interrupt the operation of your Powerwall for a short period. By installing your Powerwall and connecting it to the Internet, you consent to Tesla updating your Powerwall through these remote upgrades from time to time, without further notice to you. If your Powerwall is not connected to the Internet for an extended period, or has not been registered with Tesla, we may not be able to provide important remote firmware upgrades. In these circumstances, we may not be able to honor your full ten-year Limited Warranty. We would prefer to avoid this, so will try to contact you if your Powerwall's Internet connection is interrupted for an extended period. If you did not purchase your Powerwall directly from Tesla or our affiliate, **please register your Powerwall with Tesla⁶** so we are able to contact you, if necessary. Even if we can't honor your full ten-year Limited Warranty for the above reasons, we will always honor your Limited Warranty for at least four years following the date your Powerwall was installed for the first time, subject to the exclusions and limitations set out in this Limited Warranty.

California Proposition 65 Warning

We are required to advise you that the Tesla Product may contain chemicals known to the State of California to cause cancer, birth defects and reproductive harm. We don't expect you to come into contact with any part of your Tesla Product other than the external casing. If you do, please wash your hands afterwards.

Modifications and Waivers

No person or entity, including a Tesla employee or authorized representative, can modify or waive any part of this Limited Warranty. Tesla may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Limited Warranty, either for specific Tesla Product models or on an ad hoc, case-by-case basis. Tesla reserves the right to do the above at any time without incurring any obligation to make a similar payment to other Tesla Product owners.

Limitation of Liability

TESLA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER TESLA HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. TESLA'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR POWERWALL.

SOME STATES DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, OR MAY ONLY APPLY TO A LIMITED EXTENT.

⁶ The Tesla certified installer who sold and/or installed your Powerwall should give you an opportunity to register your Powerwall during the commissioning process. In order to register, you will need to accept the Tesla Customer Privacy Policy (www.tesla.com/legal). If you do not register at the time of installation, you can do so later by contacting us at the email address or telephone numbers listed at the end of this Limited Warranty.

Limitation on Use

YOUR POWERWALL IS NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. TESLA DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR POWERWALL. FURTHER, TESLA RESERVES THE RIGHT TO REFUSE TO SERVICE ANY POWERWALL USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF TESLA'S SERVICE OR REFUSAL TO SERVICE YOUR POWERWALL IN SUCH CIRCUMSTANCES.

Governing Law

This Limited Warranty shall be governed by the laws of the state where your Tesla Product is installed, except to the extent inconsistent with or pre-empted by federal law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Claims Process

In order to make a claim under this Limited Warranty, please contact the Tesla certified installer who sold you your Tesla Product. If you are unable to contact the Tesla certified installer who sold you your Tesla Product, or if you purchased your Tesla Product directly from Tesla, you should contact Tesla at the address, email address or telephone numbers identified below. For a warranty claim to be processed, it must include (i) proof of the original purchase of your Tesla Product and any subsequent transfers of ownership, (ii) a description of the alleged defect(s), and (iii) your Tesla Product's serial number and original installation date. Prior to returning any Product to Tesla, you should obtain an RMA (Return Merchandise Authorization) number from Tesla by submitting a Service Request Form at the link indicated below.

Exhibit B—Limited Warranties

(To be provided with each Resilient Home Lease Agreement)

FEDERAL CONSUMER LEASING ACT DISCLOSURES
RESILIENT HOME 2.0 LEASE AGREEMENT

Lessor: Green Mountain Power Corp. (“GMP”)

Date: _____

Lessee: _____

These disclosures relate to that certain Resilient Home Lease Agreement to be entered into by GMP and Lessee for the lease of the property described below.

| | | | |
|---|---|--|--|
| <p>Description of Property: The leased property is residential photovoltaic and energy storage equipment, consisting of: Qcell (or equivalent) modules and associated racking, Tesla Powerwall <u>3+</u> inverter and battery unit(s), Tesla Powerwall <u>3 DC Expansion 2</u>-battery unit(s), Tesla Gateway or generation panel equivalent, or Tesla Backup Switch, and gross solar meter.</p> | | | |
| <p>Amount Due at Lease Signing:</p> <p>\$0.00</p> | <p>Monthly Payments:</p> <p>\$20 per month on your regular monthly GMP bill. There are no additional monthly payments on top of your regular monthly GMP bill</p> | <p>Other Charges:</p> <p>If you default and GMP terminates this Agreement, an Early Termination charge of up to \$4,000 may be assessed.</p> <p>If GMP terminates this Agreement and you fail to surrender the equipment, GMP may assess an Equipment Charge.</p> <p>See Section 11 for additional information.</p> | <p>Total Payments:</p> <p>By the lease end, you will have paid:</p> <p><u>\$6,0000</u></p> |
| <p>Purchase Option: You do not have an option to purchase the leased property at the end of the lease term.</p> | | | |
| <p>Other Important Terms: Refer to the Resilient Home Lease Agreement for additional information on early termination by GMP, maintenance responsibilities, warranties, default charges, and insurance.</p> | | | |

GREEN MOUNTAIN POWER CORPORATION
Resilient Home Lease Agreement – Duplex/Triplex

As part of the Resilient Neighborhood Hillside East at O’Brien Farm project (the “Neighborhood”) and the Green Mountain Power (“GMP”) Resilient Neighborhood Innovative Pilot Program and Energy Storage Access Program rider, homes in the Neighborhood have been outfitted with certain electrical equipment (the “Resilient Equipment Package” or “Equipment”) intended to provide resiliency to your home in the event of a power outage and to make the grid more resilient. GMP owns the Equipment and will lease it to you. Eligible payments for the Energy Storage System will be covered by available Energy Storage Access Program funds. This Resilient Home Lease Agreement (“Agreement”) describes the terms and conditions of your lease.

Customer Name: _____

 (the “Customer”)

GMP Account Number: _____

Address for installation: _____

 (the “Home” or “Premises”)

| Resilient Equipment Package | Quantity |
|---|----------|
| Solar System: | |
| Qcell Q.PEAK DUO modules | 10 |
| SnapNrack Ultra Rail System | 1 |
| Tesla Backup Gateway/Tesla Backup Switch | 1 |
| Gross solar meter | 1 |
| Energy Storage System: | |
| Tesla Powerwall <u>3</u> Battery and Inverter | 1 |
| Powerwall <u>3 DC Expansion Unit (DCX)</u> ² | 1 |
| Tesla Energy Gateway/Tesla meter collar backup switch | 1 |

1. Program Description: Customer will lease the Resilient Equipment Package identified above. When the grid is running, the Solar System will produce electricity that benefits all GMP customers, and the Energy Storage System will provide GMP with the ability to access and control the Energy Storage System for the purpose of reducing power costs for all customers. During a grid outage, the Resilient Equipment Package is intended to provide Customer with whole-home clean backup power for extended periods of time. Duration of the backup power will depend on the amount of electricity generated by the Solar System, the amount of energy stored in the Energy Storage System at the time of outage, and Customer's energy consumption during the outage. The Equipment has been installed in and on the roof of the Home by manufacturer-certified contractors, subcontractors, or third-party installers on GMP's participating installers list. Installation includes all necessary equipment that provides communication and integration into GMP's energy management platform. Communication between the Energy Storage System and GMP happens through GMP's energy management platform using Customer's internet connection. Further information about the Resilient Neighborhood 2.0 Innovative Pilot Program is available through the Vermont Public Utility Commission's document management system, known as ePUC (<https://epuc.vermont.gov/>), under report number 26A-000923A-1487.

2. Lease: GMP agrees to lease to Customer the Resilient Equipment Package identified above. In connection with this lease, Customer hereby acknowledges that GMP will locate the Solar System on the exterior of the Home and grants GMP a license to locate the Energy Storage System within the Home. As lessor, GMP will maintain ownership of the Equipment for the entire term of this Agreement. The cost of the lease includes a fixed price paid by GMP for the fully installed system and any applicable sales tax. The Equipment as installed may differ from the equipment listed in the Resilient Equipment Package above but in all cases will include substantially equivalent or better equipment with equal to or greater output or storage capacity.

3. Term: This Agreement will commence when the Customer acquires title to the Home (the "Closing") or when the Equipment becomes operational, whichever is later, and shall continue for each System as set forth below.

- a. The Energy Storage System shall continue for a period of ten (10) years (the "ESS Term").
- b. The Solar System shall continue for a period of twenty-five (25) years (the "Solar Term").

4. Payment; Budget Billing:

- a. GMP requires no deposit for the Equipment, and no amount is due upon signing the Agreement. Lease Payments for the Resiliency Package are covered by the Energy Storage Access program in full and will begin on Customer's first GMP bill at the Home. ~~Bills are due by the date indicated in the invoice.~~
- b. ~~Lease payments will be reflected as the "Resiliency Package" on Customer's GMP bill.~~ The Resiliency Package includes a charge of \$0 per month for the Energy Storage System ~~and a charge of \$20 per month for and~~ the Solar System, for a total charge of

~~\$20.~~ The Energy Storage Access Program covers the charge of \$55 per month for the Energy Storage System. ~~This charge is in addition to charges for electricity consumption.~~ Customer's GMP bill will also reflect electrical service charges at the rates in which the Customer is enrolled, as well as all other applicable charges, including but not limited to energy efficiency charges, electric assistance program charges, monthly customer charges, and other approved charges and adjusters.

- c. At the start of the Term, Customer will be enrolled in a Budget Billing Plan (the "Plan") based on GMP's estimate of future consumption over the first twelve-month period of the Term. Changes in rates will be reflected in the determination of the billing amount under the Plan.

Every month, a Customer billed under the provisions of the Plan will receive the same detailed billing information on the billing statement as a Customer who is not receiving service under the Plan, as well as the amount due under the Plan. GMP will reconcile Customer's Plan annually. Any additional balance due beyond the budget amount will be billed in twelve equal installments during the ensuing twelve months.

Customers billed under the Plan may terminate the Plan at any time. Customers for whom the Plan is terminated will receive billing of all balances due. Such amounts will be due and payable as if rendered as a regular bill. Customer may elect to rejoin in the Plan at any time of the year and may pay a past due amount via an extended repayment plan concurrent with the Plan.

Customers billed under the Plan shall be subject to disconnection for nonpayment under the same rules as Customers not receiving service under the Plan.

- d. Failure to make timely payment for the Resiliency Package under this Agreement shall not constitute grounds for disconnection of electrical service, but failure to pay for the Resiliency Package will constitute grounds for default. See Section 11, below. Failure to pay for electrical services aside from the Resiliency Package may constitute grounds for disconnection of electrical services.

5. Equipment Purchase: There is no option for Customer to purchase the Equipment at the end of either Term.

6. Residential Photovoltaic and Energy Storage as Requirement of Home Ownership: As set forth in the Declaration of Planned Community for Hillside East at O'Brien Farm in Section 14.19, this Agreement is required as a condition of home ownership, unless an alternative arrangement to provide both onsite residential photovoltaic and energy storage equipment under GMP's Vermont Public Utility Commission-approved tariffs and programs was approved at the time of the initial purchase of the home.

7. Change in Home Ownership: In the event of a sale of the home where the Equipment is installed, Customer shall provide GMP with thirty (30) days' advance notice of the sale. Upon such notice, Customer will be provided information to share with the buyer of the Home about executing this Agreement as a condition of home ownership, as set forth in Section 14.19 of the

Declaration of Planned Community for Hillside East at O'Brien Farm. Both parties will be required to sign an Assignment of Agreement provided by GMP, which shall be executed at Closing and which must be returned to GMP thereafter.

8. Home Rental: In the event that Customer leases the Home to a third-party lessee who will assume responsibility for the Home's electricity bill by placing electric service for the Home in the lessee's name, Customer shall provide GMP with thirty (30) days' advance notice of the start of the lease. Upon such notice, the lessee will be required to sign a Resilient Home Lease Agreement or similar agreement. Notwithstanding any such lease, Customer shall remain jointly and severally responsible with any such tenant for all of Customer's obligations under this Agreement.

9. Repair or Improvement of Premises: In the event that Customer chooses to repair or improve the Home or Premises during the Term of this Agreement and such repair or improvement would affect or interfere with the Equipment (e.g., repairs to the roof), Customer shall provide GMP with fifteen (15) days' advance notice so that GMP can remove or otherwise protect and secure the Equipment prior to the commencement of the repair or improvement and reinstall the Equipment once the repair or improvement is complete. Costs associated with removal and reinstallation shall be paid by Customer and Customer agrees to continue making all payments under this Agreement while the repair or improvement is being completed.

10. End of Term; Replacement:

- a. **ESS Term:** At the end of the ESS Term, Customer may elect, in writing on a form provided by GMP, for the Energy Storage System to remain in place for GMP load management and Customer's use as a backup power source in accordance with this Agreement for an additional five (5) years (the "ESS Extended Term"), with GMP's ability to continuously use the Energy Storage System at its sole discretion retained. All other terms and conditions of this Agreement shall remain in force. Alternatively, Customer may request removal of the Energy Storage System at the end of the ESS Term. At the end of the ESS Term or the ESS Extended Term, the Energy Storage System will be removed by GMP and recycled at no cost to Customer.
- b. **Solar Term:** At the end of the Solar Term, ~~Customer shall have no further financial obligation to GMP for the Resiliency Package (\$20 monthly charge), other than any such financial obligations that have accrued prior to the end of the Solar System Term that have not been paid in full.~~ GMP may elect for the Solar System to remain in place for GMP energy generation (and for Customer's use as a backup power source, if Customer has separately elected to continue to have an Energy Storage System) in accordance with this Agreement, with GMP's ability to continuously use the Solar System for energy generation retained until the end of the Solar System's useful life, unless GMP in its discretion elects to remove it earlier. All other terms and conditions of this Agreement shall remain in force. When the Solar System has reached the end of its useful life or GMP elects to remove it, the Solar System will be removed by GMP and it will be repurposed, recycled, or otherwise disposed of in accordance with best

practices and applicable waste management laws and regulations at no cost to Customer.

- c. **Replacement.** Once either Term has ended, Customer may request that GMP replace the Equipment. GMP will replace the Energy Storage System or the Solar System, as applicable, with upgraded equipment. If Customer elects to have the Equipment replaced, Customer will be required to sign a new Agreement reflecting GMP's then-current terms and conditions.

11. Default:

- a. Customer is in default under this Agreement if Customer fails to make any required payment within thirty (30) days of the due date, or if Customer fails to meet any of its other obligations under this Agreement and such failure is not cured within thirty (30) days' written notice by GMP to Customer (each a "Default").
- b. In the event of an uncured Default, GMP may opt to terminate this Agreement and remove some or all of the Equipment, in addition to its rights and remedies under applicable law or in equity. In the event of early termination, a disconnection charge of \$1,500 for the Energy Storage System and/or \$2,500 for the Solar System, as applicable, will be billed to Customer. Within 30 days of early termination, Customer shall surrender the applicable Equipment to GMP or the manufacturer by allowing them to remove the Equipment from the Home. The Equipment must be in the same condition it was in at the time of Closing, with the exception of ordinary wear and tear. Customer will be responsible for repairing cosmetic damage to the Home resulting from the removal of the Equipment, subject to the installer's limited warranty described in Section 16. Any Equipment that GMP elects not to remove shall stay in place until the end of its useful life with GMP's ability to continuously use the Equipment at its sole discretion retained, unless GMP elects to remove the Equipment earlier.
- c. If Customer does not surrender the Equipment as required by this section, Customer will be billed an Equipment Charge, which must be paid with thirty (30) days of invoice. The Equipment Charge shall be assessed based on the Total Equipment Cost divided monthly for the course of the Term and prorated by the number of months remaining in the Term. For example, if this Agreement is terminated after five years:

$$\text{\$22,300.00} \text{\del} \text{\underline{23,105}} / \quad 120 \quad * \quad 60 \quad = \quad \text{\$11,150.00} \text{\del} \text{\underline{11,552.50}}$$

*Total Energy Storage System Equipment Charge / Total Months in Term * Unexpired Months in Term = Equipment Charge*

$$\text{\$12,352.00} \text{\del} \text{\underline{12,800}} / \quad 300 \quad * \quad 240 \quad = \quad \text{\$9,881.60} \text{\del} \text{\underline{10,240}}$$

*Total Solar System Equipment Charge / Total Months in Term * Unexpired Months in Term = Equipment Charge*

12. Access: Customer agrees to provide GMP and any authorized third-party representatives permission to enter the Home at reasonable times and with reasonable notice (meaning and intending 7 am to 5 pm with at least 24 hours' notice, except in the event of emergencies or unless

otherwise agreed to by Customer) to perform any maintenance, repair, replacement, or removal activities during the Term of this Agreement. GMP and any authorized third-party representatives shall also have access to the Equipment for the purpose of operation, maintenance, and support in accordance with the manufacturer's specifications and warranty as provided in Section 16. Failing or refusing to allow reasonable access will be a Default. GMP is not responsible for upgrading, repairing, or maintaining any electrical panel, wiring, siting, support, foundation, or any other matter that was not a part of the installation of the Equipment. GMP is not responsible and bears no liability for the malfunctioning of other electrical equipment at the Home, including but not limited to the main electrical service panel, any major electrical devices, or any other fuses or similar devices.

13. Equipment Communication: Customer acknowledges that the Equipment will not be fully accessible by GMP and the manufacturer without: (i) a working and reliable internet connection in the Home that is positioned to communicate reliably with each device; (ii) a user account for each device where applicable; and (iii) other system elements that may be specified as required by the manufacturer of any of the equipment (e.g., smart phone apps). Customer is responsible for ensuring that Customer has all required system elements and that such elements are compatible and properly configured. Customer is responsible for all fees charged by Customer's internet service provider in connection with participation, if any. Customer also acknowledges that they are responsible for complying with all applicable agreements, terms of use or service, and other policies of manufacturer and Customer's internet service provider.

14. Lack of Device Communication: If GMP is unable to access the Equipment and such access is not restored within 30 days upon notice by GMP, it may be considered a Default at GMP's option and is subject to the terms in section 11.

15. Customer Use and GMP Use: The Equipment will be installed with whole-home backup power capability, as feasible and in compliance with all applicable laws, standards, and regulations. As lessee, Customer's control over the Equipment is limited to its usage as a backup power source in the event of a power outage up to the point that the Energy Storage System is completely depleted. Duration of backup power will depend on the amount of electricity generated by the Solar System, the amount of energy stored in the Energy Storage System at the time of outage, and Customer's energy consumption during the outage. GMP shall have the ability to continuously utilize the Equipment at its sole discretion for the Term and has the right to use all the energy generated by the Solar System and all energy stored in the Energy Storage System. Customer agrees to permit all software and system upgrades as required by the Equipment manufacturer. BECAUSE THE ENERGY STORAGE SYSTEM CAN BE DEPLETED AT ANY TIME, YOU SHOULD NOT RELY EXCLUSIVELY ON THE ENERGY STORAGE SYSTEM TO POWER LIFE-SUPPORTING EQUIPMENT.

16. Warranty and Maintenance:

- a. GMP has secured the installer's commitment to provide a warranty on installation services for any defect in the work carried out by installer, attached as Exhibit A for

informational purposes only (the “Installer Warranty”). As applicable, the Installer Warranty may benefit the Customer and/or the Association.

- b.** GMP has secured the manufacturer’s commitment to warranty the Energy Storage System and Solar System to Customer as set forth in the Limited Warranties, attached as Exhibit B for informational purposes only (the “Limited Warranties”).
- c.** As Equipment owner, GMP will be responsible for maintenance and warranty issues of the Equipment and Customer should contact GMP for any maintenance or warranty concerns. Customer shall provide GMP and any authorized third-party representatives with access to the Equipment for the purposes of operation, maintenance, and support in accordance with the manufacturer’s specifications and warranty.
- d.** Customer acknowledges that aside from the warranties provided in this section, there are no other representations or warranties, express or implied, as to the merchantability, fitness for any purpose, condition, design, capacity, or performance of the Equipment.
- e.** The Equipment is not covered by any warranty issued by O’Brien Eastview LLC, or its successors or assigns.

17. Customer Care and Maintenance Obligations:

- a.** Customer is responsible for complying with all warranty requirements relating to the Equipment and agrees to permit only certified installers to work on the Equipment.
- b.** Customer shall not permit the removal, relocation, alteration, or repair of or tampering with the Equipment, or any other action that could affect the Equipment’s operation or value, without GMP’s written permission. Any modifications, improvements, revisions, or additions to the Equipment shall become part of the Equipment and shall be GMP’s property.
- c.** Customer shall not permit the Equipment to be abused or damaged and shall not permit the nameplate identifying the Equipment as the property of GMP to be defaced or removed. Customer shall be liable for all costs for repairs resulting from abuse or damage to the Equipment.
- d.** Customer shall keep trees, bushes, and hedges on Customer’s property trimmed so that the Solar System receives as much sunlight as it did when it was installed. Customer agrees not to modify the Home or Premises in any way that shades the Solar System.
- e.** Customer shall notify GMP promptly if the Equipment is not working properly and shall notify GMP immediately if Customer discovers damage to, theft of, or another emergency relating to the System.
- f.** Customer shall not allow a judgment, tax lien, municipal charge, or tax levy to be filed against the Equipment.

- g. Customer shall not assign, transfer, encumber, sublet, sell, pledge, or in any other way transfer Customer's interest in the Equipment or this Agreement without GMP's prior written consent.
- h. Customer shall maintain functional internet connectivity with Wi-Fi capabilities for the duration of this Agreement.

18. Customer Acknowledgments:

- a. Customer acknowledges that this is a lease agreement and Customer has no right to sell, give away, transfer, pledge, remove, relocate, alter, or tamper with the Equipment at any time. Customer acknowledges that this lease is a true lease for tax and other purposes and that: (i) GMP will receive the benefits of ownership; and (ii) GMP is entitled to claim and receive any and all tax, environmental, or other credits, grants, subsidies, renewable energy credits, carbon offset credits, Vermont Affordable Heat Act credits, rebates, or other benefits related to the Equipment, whether such benefits exist now or arise in the future. Customer agrees to not take or fail to take any action that may harm or interfere with GMP's rights with respect to such credits, rebates, or other benefits. Customer agrees to reasonably cooperate with GMP so it may claim any credits, rebates, or other benefits.
- b. Customer acknowledges that the Equipment is personal property and not a fixture.
- c. Customer acknowledges that the Solar System generates electricity for the benefit of all GMP customers and does not generate electricity for use in the Home, except in the event of a grid outage. Only the energy generated by the Solar System will be available to Customer for backup power services as well as any additional energy stored in the Energy Storage System at the time of a grid outage. Customer acknowledges that GMP owns the Solar System and that Customer may not elect to net meter the Solar System or participate in other solar services or benefits.
- d. Customer acknowledges that GMP will control the charge and discharge of the Energy Storage System installed in the Home. Customer agrees that GMP may access the Energy Storage System remotely for that purpose, and to monitor performance, perform diagnostics and upgrade firmware. Customer acknowledges that the Energy Storage System will only provide backup power services, and only the energy in the Energy Storage System at the time of a grid outage will be available to me for backup power services as well as any additional energy produced by the Solar System during that outage. Other Energy Storage System services, such as solar self-consumption, load shifting for utility bill management, or other potential future services will not be available.
- e. Customer acknowledges that the Equipment manufacturer owns all intellectual property rights associated with the Equipment and its firmware, and any provided software. Customer understands that Customer will be required to provide certain information, including personally identifiable information, to both GMP and Equipment manufacturer. By providing this information and entering into this

Agreement, Customer consents to this information, as well as other information related to energy usage, being shared between GMP and third parties responsible for the management of the grid. Information obtained by GMP or provided to GMP by the manufacturer shall be used in accordance with GMP's Privacy Policy, which is available upon request. Information provided to a manufacturer will be subject to the manufacturer's Privacy Policy.

- f. Customer acknowledges that Customer will need to review and approve Equipment manufacturer's "Customer Privacy" terms, which will be delivered upon Closing.
- g. Customer acknowledges that Customer must have a GMP Smart Meter installed.
- h. Customer acknowledges that Customer is required to own the premises where the Equipment is installed. Customer represents that Customer owns or will own the premises where the Equipment is installed.

Customer Initials: _____

19. Liability: Customer acknowledges that Equipment could fail or malfunction in such a way as to cause damage to property and person. To the fullest extent allowed by law, neither GMP nor O'Brien Eastview LLC and its successors and assigns shall be liable for any direct, indirect, special or consequential damages to any persons or property resulting from or arising out of any use, repair, delay in repairing, replacement of, modification to, or malfunction or failure of the Equipment. Remedies for claims covered by the Limited Warranties are repair or replacement of the Equipment as provided in Exhibit B. To the extent that an issue arises under the Limited Warranties, GMP will submit this request on Customer's behalf as provided in Section 16.

20. Indemnification: Customer shall indemnify and hold harmless GMP and O'Brien Eastview LLC and its successors and assigns for any injury or damage to any persons or property arising from access and use of the Equipment caused by any breach of this Agreement by Customer or by the negligence or intentional misconduct of Customer or of their household members, agents, servants, employees, tenants, licensees, invitees, tenant's invitees, or independent contractors.

21. Risk of Loss; Insurance:

- a. GMP shall bear the risk of loss, damage, theft, destruction, or similar occurrence (collectively, "Loss") to the Equipment, except for Loss that is caused by Customer's intentional or grossly negligent action or inaction, in which case Customer will be responsible for the cost of the Loss to the Equipment.
- b. GMP shall insure the Equipment against all Loss unless that Loss is caused by Customer's intentional or grossly negligent action or inaction. Customer agrees to carry homeowner's insurance that covers all damage to the interior of the Home. Customer acknowledges that the Association will insure the exterior of the Home.

22. Amendment:

- a. GMP's Resilient Home Program and this Agreement are subject to the oversight of the Vermont Public Utility Commission ("PUC"). This Agreement may be modified or amended by the PUC at any time. GMP shall provide Customer notice of any modification or amendment ordered by the PUC within a reasonable time after such modification or amendment is ordered.
- b. Other than modifications or amendments ordered by the PUC, this Agreement may not be modified except by a writing signed by both GMP and Customer.

23. Miscellaneous:

- a. This Agreement shall be governed by the laws of the State of Vermont.
- b. Except for the privacy policies referenced in Section 18 and applicable PUC tariffs, this Agreement is the entire agreement between GMP and Customer pertaining to the Resilient Equipment Package and supersedes any and all prior agreements, understandings, representations, and statements between the parties, whether oral or written. Any change to the terms of this Agreement must be in a writing signed by Customer and GMP.
- c. The parties agree that any dispute arising out of this Agreement shall be brought either before the PUC or before a state or federal court in the State of Vermont.

24. Electronic Communication and Recurring Payment: Customer consents to receive communications from GMP electronically. Customer agrees that any agreements, notices, disclosures, or other correspondence provided by GMP in electronic format satisfy any legal requirement that such communication be in writing. Customer may revoke this consent at any time by providing notice as provided below.

25. Customer Concerns and Notice: GMP appreciates your participation in creating a greener electricity future and we are committed to providing you with a great customer experience. Any Customer who experiences an issue with the Equipment, has any questions on the operation, or who wishes to obtain detailed payment history information may contact the Green Mountain Power Energy Services Team at 1-888-835-4672. Any Notice required under this Agreement shall be sent to energyserviceteam@greenmountainpower.com.

Customer Signature:

Date: _____

Date: _____

Exhibit A – Installer Warranty

(To be provided with each Resilient Home Lease Agreement)

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Green Mountain Solar offers a limited workmanship warranty on installation services for any defects in the work carried out by its qualified installers when installing a solar or energy storage system at the customer's premise ("workmanship warranty").

Who receives the benefit of this workmanship warranty?

This warranty applies to the customer named in the solar system installation agreement entered into with Green Mountain Solar. Where the installation premise has been transferred, Green Mountain Solar will transfer this workmanship warranty to the new owner of the premise for the balance of the warranty period on the same terms.

Scope of this workmanship warranty

The workmanship warranty covers any defects that arise from the workmanship in installing your solar panels, solar inverter, or energy storage system at the premises specified in the system installation Agreement. It does not cover the system or any of its components, including the performance of the panels or the inverter (which may be covered by separate manufacturer warranties and under law).

- For all work except, the workmanship warranty period is 12 years from the date of completion of the installation.

Where the workmanship warranty applies, Green Mountain Solar will either (at its discretion and cost):

- re-do or repair the installation; or
- replace any faulty part with a comparable new or refurbished part so that the installation is no longer defective.

Limitations and Exclusions of the workmanship warranty:

To the extent permitted by law, claims are excluded from the workmanship warranty where the defect or loss is or has been caused or contributed by:

- improper use of the solar system;
- failure to comply with manufacturer instructions;
- work on the system (including modifying, moving or relocating any part of the system, even if temporary) performed by someone other than us or our installer;
- Any act, omission, misuse, abuse, or damage (whether willful, accidental or negligent) caused by the customer or a third party;
- Any extreme weather not for the location in which the system was installed (eg lightning, floods, power surges, pest damage, corrosion, land or building movement);



- Interference from other devices;
- General wear and tear;
- Events outside of design range caused by the distributor or network operator;
- a failure to promptly notify Green Mountain Solar of any defects. You need to regularly check your system is working properly; or
- any works or parts which were not part of the installation Agreement.

You must provide all reasonable assistance to Green Mountain Solar to help us diagnose and remedy any defects over the phone. If you do not do so, costs to attend your premise may not be covered by this workmanship warranty.

Exhibit B – Limited Warranties

(To be provided with each Resilient Home Lease Agreement)

Powerwall 3

Power Everything

Powerwall 3 is a fully integrated solar and battery system, designed to accelerate the transition to sustainable energy. Customers can receive whole home backup, cost savings, and energy independence by producing and consuming their own energy while participating in grid services. Once installed, customers can manage their system using the Tesla App to customize system behavior to meet their energy goals.

Powerwall 3 achieves this by supporting up to 20 kW DC of solar and providing up to 11.5 kW AC of continuous power per unit. It has the ability to start heavy loads rated up to 185 LRA, meaning a single unit can support the power needs of most homes. Powerwall 3 Expansions make it easier and more affordable to scale up customers' systems to meet their current or future needs. Powerwall 3 is designed for fast and efficient installations, modular system expansion, and simple connection to any electrical service.



2025

Powerwall 3 Technical Specifications

System Technical Specifications

| | | | | |
|--|--|----------|-----------|-----------|
| Model Number | 1707000-xx-y | | | |
| Nominal Grid Voltage (Input & Output) | 120/240 VAC | | | |
| Grid Type | Split phase | | | |
| Frequency | 60 Hz | | | |
| Nominal Battery Energy | 13.5 kWh AC ¹ | | | |
| Nominal Output Power (AC) | 5.8 kW | 7.6 kW | 10 kW | 11.5 kW |
| Maximum Apparent Power | 5,800 VA | 7,600 VA | 10,000 VA | 11,500 VA |
| Maximum Continuous Current | 24 A | 31.7 A | 41.7 A | 48 A |
| Overcurrent Protection Device ² | 30 A | 40 A | 60 A | 60 A |
| Configurable Maximum Continuous Discharge Power Off-Grid (PV Only, -20°C to 25°C) | 15.4 kW ³ | | | |
| Maximum Continuous Charge Current / Power (Powerwall 3 only) | 20.8 A AC / 5 kW | | | |
| Maximum Continuous Charge Current / Power (Powerwall 3 with up to (3) Expansion units) | 33.3 A AC / 8 kW | | | |
| Output Power Factor Rating | 0 - 1 (Grid Code configurable) | | | |
| Maximum Output Fault Current (1 s) | 160 A | | | |
| Maximum Short-Circuit Current Rating | 10 kA | | | |
| Load Start Capability | 185 LRA | | | |
| Solar to Battery to Home/Grid Efficiency | 89% ⁴ | | | |
| Solar to Home/Grid Efficiency | 97.5% ⁵ | | | |
| Power Scalability | Up to 4 Powerwall 3 units supported | | | |
| Energy Scalability | Up to 3 Expansion units (for a maximum total of 7 units) | | | |
| Supported Islanding Devices | Gateway 3, Backup Switch, Backup Gateway 2 | | | |
| Connectivity | Wi-Fi (2.4 and 5 GHz), Ethernet, Cellular (LTE/4G ⁶) | | | |
| Hardware Interface | Dry contact relay, Rapid Shutdown (RSD) certified switch and 2-pin connector, RS-485 for meters | | | |
| AC Metering | Revenue Grade (+/- 0.5%, ANSI C12.20) | | | |
| Protections | Integrated arc fault circuit interrupter (AFCI), Isolation Monitor Interrupter (IMI), PV Rapid Shutdown (RSD) using Tesla Mid-Circuit Interrupters | | | |
| Customer Interface | Tesla Mobile App | | | |
| Warranty | 10 years | | | |

¹ Values provided for 25°C (77°F), at beginning of life. 3.3 kW charge/discharge power.

² See [Powerwall 3 Installation Manual](#) for fuse requirements if using fuse for overcurrent protection.

³ 15.4kW off-grid maximum continuous discharge power is only available if on-grid rating is 11.5 kW. If enabled, Powerwall 3 must be installed with an 80 A breaker and appropriately sized conductors.

⁴ Typical solar shifting use case.

⁵ Tested using CEC weighted efficiency methodology.

⁶ The customer is expected to provide internet connectivity for Powerwall 3; cellular should not be used as the primary mode of connectivity. Cellular connectivity subject to network operator service coverage and signal strength.

TESLA POWERWALL LIMITED WARRANTY (USA)

Effective Date: November 13, 2025

Applies to:

| | |
|-----------------------------|--|
| Powerwall 2 AC | Part Number 1108567-xx-x Part Number 1092170-xx-x Part Number 2012170-xx-x Part Number 3012170-xx-x |
| Powerwall+ | Part Number 1850000-xx-x |
| Powerwall 3 | Part Number 1707000-xx-x |
| Powerwall 3 Expansion | Part Number 1807000-xx-x |
| Gateway | Part Number 1099752-xx-x |
| Backup Gateway | Part Number 1118431-xx-x Part Number 1232100-xx-x |
| Backup Switch | Part Number 1624171-xx-x |
| Gateway 3 | Part Number 1841000-x1-x |
| Tesla Remote Energy Meter | Part Number 2002069-xx-x |
| Neurio Energy Meter | Part Number 1112484-xx-x |
| Tesla Solar Shutdown Device | Part Number 1550379-xx-x Part Number 1879359-xx-x |

Ten Year Limited Warranty

This Limited Warranty applies to the Powerwall 2, Powerwall+, Powerwall 3 and/or Powerwall 3 Expansion (collectively referred to as "Powerwall") and related products listed in the table above (the "Tesla Products") provided they are installed on your site. Tesla, Inc. warrants that:

- (1) Your Powerwall will be free from defects for ten years following its initial installation date; and
- (2) Your Powerwall will have an energy capacity of 13.5 kWh on its initial installation date, and will retain energy capacity as shown in the table below.

| Application | Energy Retention ¹ | Operating Limitation |
|---|---|---|
| Solar self-consumption ² or time-based control ³ , and backup ⁴ | 70% at 10 years following initial installation date | Unlimited cycles |
| Any application not listed above, or any combination of applications that includes one not listed above | 70% at 10 years following initial installation date | 37.8 MWh of aggregate throughput ⁵ |

¹ Expressed as a % of 13.5 kWh rated capacity.

² Storing energy generated by an onsite solar array, and using that stored solar energy for daily self-consumption.

³ Storing energy generated by the grid or an onsite solar array, and using that stored energy for time-of-use load shifting.

⁴ Storing energy generated by the grid or an onsite solar array, and using that stored energy as backup power.

⁵ Measured at the battery AC output.

Your system may (but not necessarily will) include other Tesla Products.

Powerwall+ and Powerwall 3 may also be installed with one or more Tesla Solar Shutdown Devices. The Tesla Solar Shutdown Device is a device installed underneath the solar array when needed to comply with the rapid shutdown requirements of the National Electrical Code. The applicable provisions of this Limited Warranty will only apply to the Tesla Solar Shutdown Device if it has been installed in a System with a Powerwall, and if applicable, Tesla, Inc. warrants that your Solar Shutdown Device(s) will be free from defects for twenty-five (25) years following its initial installation date.

Note that this Limited Warranty (including its duration) is subject to a number of important exclusions and limitations, which are set out in detail below.

Remedies

If your Tesla Product fails to comply with the above Limited Warranty, Tesla will, in its sole discretion, either repair your Tesla Product (using new or refurbished parts), replace your Tesla Product with an equivalent product (new or refurbished), or refund you the market price of an equivalent product at the time of the warranty claim. If Tesla chooses to repair or replace your Tesla Product and the work is performed by a Tesla Certified Installer, this Limited Warranty includes reimbursement of reasonable labor costs to the Certified Installer that performs the work in accordance with the Tesla's standard policies. If your Tesla Product is repaired or replaced under this Limited Warranty, the remainder of the original warranty period will apply to the repaired or replacement product. Under no circumstances will the original warranty period be extended as a result of your Tesla Product being repaired or replaced.

What Products are Covered?

This Limited Warranty applies to any Powerwall and related Tesla Product that (1) was purchased from Tesla or a Tesla certified installer in the United States of America; (2) has one of the part numbers referenced above; and (3) is installed in the United States of America. Please contact Tesla if you have any concerns regarding whether you purchased your Tesla Product from a Tesla certified installer.

Who Can Make a Claim?

Limited Warranty claims can be made by or on behalf of the end user who acquired and put the Tesla Product into use for the first time. A subsequent owner of the Tesla Product who provides proof of ownership is also entitled to make Limited Warranty claims.

Agreement to Arbitrate. Please carefully read this provision, which applies to any dispute between you and Tesla, Inc. and its affiliates (together "Tesla").

If you have a concern or dispute, please send a written notice describing it and your desired resolution to resolutions@tesla.com.

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and Tesla will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to <http://www.adr.org>.

The arbitrator may only resolve disputes between you and Tesla and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing Tesla products. In other words, you and Tesla may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as injunctive or declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: Tesla, Inc.; P.O. Box 15430; Fremont, CA 94539-7970, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.

Limitations and Disclaimer

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH YOUR POWERWALL AND RELATED TESLA PRODUCT. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described in this Limited Warranty.

Relationship with Applicable Law

This Limited Warranty gives you specific legal rights. You may also have other legal rights, which vary from state to state. For example, some states do not allow limitations on how long an implied warranty lasts, meaning the limitations in the "Limitations and Disclaimer" section above may not apply to you. The terms of this Limited Warranty will apply to the extent permitted by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction.

General Exclusions

This Limited Warranty does not apply to any defect or energy capacity shortfall resulting from any of the following: (i) abuse, misuse or negligence, or damage caused by or resulting from installation, operation, maintenance or repair not in accordance with applicable Tesla Product specifications and manuals, (ii) accidents or force majeure events, including but not limited to lightning, flood, earthquake, fire, or other events outside the reasonable control of Tesla; (iii) modification or repair of your Tesla Product performed by anyone other than Tesla or a Tesla certified installer; (iv) opening of the external casing of your Powerwall by anyone other than Tesla; (v) failure to operate or maintain your Tesla Product in accordance with the Owner's Manual, including removal of the Backup Switch conduit hub or operation of the manual override switch unless directed to do so by Tesla Support, or by your local electric distribution utility, or in a service event to recover power when the utility grid is supplying power; (vi) any attempt to modify your Tesla Product, whether by physical means, programming or otherwise, without the express written consent of Tesla; or (vii) removal and reinstallation of your Tesla Product at a location other than the original installation location, without the express written consent of Tesla.

In addition, this Limited Warranty does not cover (a) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance of your Tesla Product; (b) noise or vibration that is not excessive or uncharacteristic and does not impact your Tesla Product's performance; (c) damage or deterioration that occurs after the expiration or voiding of the warranty period; or (d) theft of your Tesla Product or any of its components.

Exclusion for Failure to Connect to the Internet or Failure to Register your Powerwall

In order to provide this Limited Warranty for the full ten-year warranty period, Tesla requires the ability to update your Powerwall through remote firmware upgrades. Installation of these remote upgrades may interrupt the operation of your Powerwall for a short period. By installing your Powerwall and connecting it to the Internet, you consent to Tesla updating your Powerwall through these remote upgrades from time to time, without further notice to you. If your Powerwall is not connected to the Internet for an extended period, or has not been registered with Tesla, we may not be able to provide important remote firmware upgrades. In these circumstances, we may not be able to honor your full ten-year Limited Warranty. We would prefer to avoid this, so will try to contact you if your Powerwall's Internet connection is interrupted for an extended period. If you did not purchase your Powerwall directly from Tesla or our affiliate, **please register your Powerwall with Tesla⁶** so we are able to contact you, if necessary. Even if we can't honor your full ten-year Limited Warranty for the above reasons, we will always honor your Limited Warranty for at least four years following the date your Powerwall was installed for the first time, subject to the exclusions and limitations set out in this Limited Warranty.

California Proposition 65 Warning

We are required to advise you that the Tesla Product may contain chemicals known to the State of California to cause cancer, birth defects and reproductive harm. We don't expect you to come into contact with any part of your Tesla Product other than the external casing. If you do, please wash your hands afterwards.

Modifications and Waivers

No person or entity, including a Tesla employee or authorized representative, can modify or waive any part of this Limited Warranty. Tesla may occasionally offer to pay some or all of the cost of certain repairs that are not covered by this Limited Warranty, either for specific Tesla Product models or on an ad hoc, case-by-case basis. Tesla reserves the right to do the above at any time without incurring any obligation to make a similar payment to other Tesla Product owners.

Limitation of Liability

TESLA SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY, REGARDLESS OF THE FORM OF ACTION AND REGARDLESS OF WHETHER TESLA HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. TESLA'S LIABILITY ARISING OUT OF A CLAIM UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR YOUR POWERWALL.

SOME STATES DO NOT ALLOW, OR RESTRICT, THE EXCLUSION OR LIMITATION OF DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, OR MAY ONLY APPLY TO A LIMITED EXTENT.

⁶ The Tesla certified installer who sold and/or installed your Powerwall should give you an opportunity to register your Powerwall during the commissioning process. In order to register, you will need to accept the Tesla Customer Privacy Policy (www.tesla.com/legal). If you do not register at the time of installation, you can do so later by contacting us at the email address or telephone numbers listed at the end of this Limited Warranty.

Limitation on Use

YOUR POWERWALL IS NOT INTENDED FOR USE AS A PRIMARY OR BACKUP POWER SOURCE FOR LIFE-SUPPORT SYSTEMS, OTHER MEDICAL EQUIPMENT, OR ANY OTHER USE WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. TESLA DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF ANY SUCH USE OF YOUR POWERWALL. FURTHER, TESLA RESERVES THE RIGHT TO REFUSE TO SERVICE ANY POWERWALL USED FOR THESE PURPOSES AND DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF TESLA'S SERVICE OR REFUSAL TO SERVICE YOUR POWERWALL IN SUCH CIRCUMSTANCES.

Governing Law

This Limited Warranty shall be governed by the laws of the state where your Tesla Product is installed, except to the extent inconsistent with or pre-empted by federal law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Claims Process

In order to make a claim under this Limited Warranty, please contact the Tesla certified installer who sold you your Tesla Product. If you are unable to contact the Tesla certified installer who sold you your Tesla Product, or if you purchased your Tesla Product directly from Tesla, you should contact Tesla at the address, email address or telephone numbers identified below. For a warranty claim to be processed, it must include (i) proof of the original purchase of your Tesla Product and any subsequent transfers of ownership, (ii) a description of the alleged defect(s), and (iii) your Tesla Product's serial number and original installation date. Prior to returning any Product to Tesla, you should obtain an RMA (Return Merchandise Authorization) number from Tesla by submitting a Service Request Form at the link indicated below.

Exhibit B—Limited Warranties

~~(To be provided with each Resilient Home Lease Agreement)~~