



## **Peak-Time Payback Battery Energy Storage System Program Terms & Conditions**

Effective March 1, 2024

Welcome to the Peak-Time Payback Program, offered by the Guadalupe Valley Electric Cooperative, Inc. (“GVEC”).

The Peak-Time Payback Program allows you to take advantage of a program that GVEC, including their third-party contractors or agents (any and all of those entities collectively referred to here as “GVEC”) offers for adjusting your energy consumption during critical hours to reduce strain on the power grid and save money on Generation & Transmission costs defined by these peak times. Under the program, GVEC can schedule a Peak-Time Payback event through its third-party vendor, IPKeys Power Partners (hereby referred to as “IPKeys”), prompting your eligible Battery Energy Storage System (hereby referred to as your “BESS”) to automatically charge, discharge, and be configured to automatically respond to grid conditions, without any manual intervention by you.

As a BESS owner, you are eligible to participate in the Peak-Time Payback Program if you:

- are a valid GVEC member with an active electric account in good standing.
- have an eligible Enphase battery energy storage system. Only Enphase BESS are eligible at this time.
- have an active customer account with the manufacturer of the BESS.
- have the battery system connected to the internet through ethernet or a robust Wi-Fi connection.

GVEC will give the member an upfront bill credit for \$75 per installed kilowatt (kW) of manufacturer rated continuous capacity to enroll in program. This upfront payment is typically credited to the Member’s electric bill within 6 to 8 weeks after enrollment. Members will receive an additional payment of \$75 per installed kilowatt (kW) of manufacturer rated continuous capacity for each year they are enrolled in the program. This additional payment is typically credited to the Member’s electric bill in February or March of the year following enrollment.

All BESS installed at your GVEC service address will need to be enrolled into the Peak-Time Payback Program to receive any applicable credits. The amount and timing of disbursement of the upfront and annual bill credits are subject to change at any time without notice.

GVEC has contracted with IPKeys to manage its Peak-Time Payback Program. By enrolling in the Peak-Time Payback Program, you are accepting GVEC’s terms and conditions as well as allowing IPKeys to automatically change the state of your BESS on an event day, without any manual intervention by you and collect data about your BESS technology, including but not limited to model, and power consumption. We will use this information to optimize your BESS operations and send operating instructions to your BESS. The BESS will not be drawn down



below its set reserve level, to allow for backup, and to maintain the BESS manufacturer 15-year warranty.

The BESS owner acknowledges that:

- They will not be able to opt out of called events.
- StormGuard mode, if applicable, will be overridden during DR events. (Utility will not call events before or during a major storm/severe weather event that could result in widespread outages.)
- The BESS will be put into Full Backup Mode before an event, so the battery is fully charged for the event.
- That the BESS Discharge Limit (i.e., Battery Reserve Capacity during a DR event) will be set to 30%. (This means the battery will not discharge below 30%).
- They cannot be on GVEC's time-of-use rate option if they are participating in this Peak-Time Payback Program.
- They cannot opt out of a specific Peak Time Payback event.
- They can opt out of the Peak Time Payback program with 30 days written notice.

If GVEC changes their terms and conditions under the Peak-Time Payback Program, you may need to accept the new terms.

Enrollment in the Peak-Time Payback Program will depend on GVEC approving your request for enrollment. You understand that your enrollment request may be declined, or your enrollment terminated, if you do not satisfy eligibility requirements, if the information you submit upon enrollment is not accurate, or for any other reason. Your request for enrollment is voluntary and optional, and you are not required to be enrolled in the GVEC Peak-Time Payback Program to use your eligible BESS. By enrolling in the Peak-Time Payback Program, you agree that GVEC can share information related to your BESS as needed to enable, manage your participation in, provide support for, and improve the Peak-Time Payback Program.

You release and hold harmless GVEC from any liability, claim, demand, cause of action, damage or expense resulting from your participation in the Peak-Time Payback Program. These terms and conditions become effective when you submit your enrollment request and will continue until your participation is terminated either by yourself or GVEC, whichever occurs first.

You may cancel your participation in the Peak-Time Payback Program by calling GVEC at 800.223.4832.