

Peak-Time Payback Tesla Battery Energy Storage System Program
Terms & Conditions for Systems Installed Prior to January 1, 2025, or Not
Applying for Advance Payment

Effective November 1, 2024

Welcome to the Peak-Time Payback Program, offered by GVEC.

The Peak-Time Payback Program allows you to take advantage of a program that GVEC, including its third-party contractors or agents such as Tesla, Inc., (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. Under the program, GVEC can schedule a Peak-Time Payback event, prompting your eligible Battery Energy Storage System (referred to as your “BESS”) to automatically charge, discharge, and respond to grid conditions.

As a BESS owner, you are eligible to apply for enrollment in this program if you:

- Are a valid GVEC member with an active electric service account in good standing.
- Have a valid Interconnection Agreement in place with GVEC.
- Have an eligible Tesla BESS.
- Own the property on which the eligible BESS is located.
- Have an active customer account with the manufacturer of the BESS.
- Have the BESS connected to the internet through ethernet or a strong Wi-Fi connection.

Enrollment in the program will depend on GVEC approving your request for enrollment. Your enrollment request may be declined, or your enrollment terminated, if you do not satisfy eligibility requirements, if the enrollment information is not accurate, or for any other reason.

For each participating BESS, GVEC will pay the member an upfront credit of \$75 per installed kilowatt (“kW”) of manufacturer rated continuous capacity to enroll in the program. This upfront payment is typically credited to the member’s electric service account within 6 to 8 weeks after enrollment.

Beginning in the month following receipt of the upfront credit, members will receive an additional payment of \$75 per installed kW of manufacturer rated continuous capacity (the “Additional Payment”) for each year they are enrolled in the program and will be processed within 6-8 weeks after continued enrollment is verified. This Additional Payment will be credited to the member’s electric service account in the form of a monthly payment equal to the total kW of manufacturer rated continuous capacity times \$75 divided by 12. Provided that GVEC’s contractual agreement with Tesla remains in place, GVEC agrees to continue paying the Additional Payment as outlined in this agreement.

To participate, all BESS installed at your GVEC service address will need to be enrolled into the program. By enrolling in the program, you are accepting GVEC’s terms and conditions. GVEC will send operating instructions to your BESS, optimize its operations, and change its state on an event day. The BESS will not be drawn down below a 30% reserve level to allow for backup. . This means the battery will not discharge below 30%. GVEC will collect data about your BESS technology, including but not limited to model and power consumption, and may use this information to enable, manage your participation in, provide support for, and improve the program. GVEC has contracted with Tesla, Inc., to manage the program.

The member will be able to opt out of called events prior to 9:00 AM CST for the next Operating Day. GVEC will assess all member’s involvement in each event, and, at GVEC’s sole discretion, reserves the right to remove any member from the program who consistently opts-out of scheduled events. GVEC reserves the right to enforce this provision to maintain the integrity of the program.

The BESS owner acknowledges that:

- They cannot be on GVEC’s time-of-use rate option while participating in this program.
- A charge command will be sent to the BESS at a specified time before an event, so the BESS is fully charged for the event.
- GVEC may call events as often as daily, but not to exceed 1 event per day on average.
- They can opt out of the Peak Time Payback program with 30 days’ written notice.
- Storm Watch mode, if applicable, may be overridden during called events.
- GVEC will use good faith efforts not to call events before or during major storms or severe weather events that GVEC believes are likely to result in widespread outages.

If GVEC changes its terms and conditions under the program, you may need to accept the new terms and conditions to continue to participate.

YOU RELEASE AND HOLD HARMLESS GVEC FROM ANY LIABILITY, CLAIM, DEMAND, CAUSE OF ACTION, DAMAGE OR EXPENSE RESULTING FROM YOUR PARTICIPATION IN THE PROGRAM. These terms and conditions become effective when you submit your enrollment request and will continue until amended by GVEC or your participation is terminated either by yourself or GVEC, whichever occurs first. Notwithstanding the foregoing, terms related to indemnification shall continue until all related duties have been fulfilled.

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