## SUN MATCH PARTICIPATION AGREEMENT

The Green Mountain Power (GMP) Sun Match Program ("Program") is a pilot program providing participants the opportunity to save money by aligning their consumption with solar generation. The amount that each participant earns is based on their hourly *consumption* (total amount of electricity used) and hourly *generation* (total amount of electricity created) from a community-scale solar array. Participation is voluntary and can be terminated at any time. Enrollment in this program entails signing this agreement and downloading a marketplace mobile application, developed and hosted by LO3 Energy ("Marketplace Platform").

- 1. Eligibility. Participation is open to GMP customers who are eligible to receive seasonal fuel assistance benefits and do not already receive net metering credits, either through an interconnected net-metered system or as a member of a net metering group ("Participant"). Customers must have a reliable internet connection to participate.
- **2. Allocation.** Participant agrees to use the Marketplace Platform to view forecasted credit availability and savings. Credits are allocated based on each participant's hourly consumption and available solar generation. Any consumption that aligns with available solar generation is credited at \$0.04 per kWh for customers enrolled in the Energy Assistance Program (EAP) and \$0.08 per kWh for customers not enrolled in EAP (the "allocation value"). Credits do not have any expiration date.
- **3. Invoicing**. The allocation value will appear as a line item credit on Participant's monthly GMP bill.
- **4. Term.** Participant or GMP may terminate with written notice to the other thirty days prior to the date of termination. Once enrolled in the Program, there is no maximum allocation value.
- **5.** Governing Law. This Agreement shall be governed by the laws of the State of Vermont under Vermont law.
- **6. Default and Remedies**. In the event Participant breaches any of its material obligations under this Agreement, Participant shall be deemed in default if the breach is not cured within ten days of written notice and shall be immediately removed from the Program. GMP shall have no liability to Participant under this Agreement, including, but not limited to, consequential, incidental, or indirect damages in tort, contract, or otherwise, except where said limitation of liability is prohibited by law.

## 7. Participant Acknowledgements; Customer Data and Personal Identifying Information.

a. Participant will be required to provide certain information, including personally identifiable information, to both GMP and to LO3 Energy through the Marketplace Platform App. By providing this information and signing up to participate in the Program, Participant consents to this information, as well as other information related to each transaction, being shared between GMP and LO3 Energy as may otherwise be necessary to facilitate Program participation and verification. Information obtained by GMP or provided to GMP by LO3

Energy shall be used in accordance with GMP's Privacy Policy found at: <a href="https://greenmountainpower.com/legal/">https://greenmountainpower.com/legal/</a> Information provided to LO3 Energy will be subject to LO3 Energy's Privacy Policy found at <a href="https://lo3energy.com/privacy-policy/">https://lo3energy.com/privacy-policy/</a>

- b. Participant acknowledges that to enroll in this Program, a GMP Smart Meter must be installed at the account location. If needed, this Agreement shall authorize GMP to install Smart Meters, which shall remain in place during the entire term of this Agreement. The installation of Smart Meter is done at no additional cost to the Participant.
- c. Participants can opt out by contacting GMP at 888-835-4672 or by emailing

sunmatch@greenmountainpower.com

**8.** Notices/Electronic Communication. Participant consents to receive communications from GMP and LO3 electronically and 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. Any Notice or communication required under this Agreement shall be sent to the Participant at the address below and to GMP at:

Attention: Energy Innovation Program Notices Green Mountain Power 2152 Post Road Rutland, Vermont 05701 sunmatch@greenmountainpower.com

Agreed to:
Participant:
Name:
Account Number:
Email:
Phone: