

SUNSTRONG VIRTUAL POWER PLANT CALIFORNIA

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “MSA”) governs your participation in the SunStrong Management Virtual Power Plant California program (“VPP Program”). The VPP Program enables eligible customers with behind the meter energy storage systems to participate in the Demand Side Grid Support Program, operated by Leapfrog Power, Inc. (“Leap”) and administered by Olivine, Inc. (“Olivine”), in accordance with applicable rules and orders of the California Energy Commission (“CEC”). Capitalized terms used in this MSA without definition have the meanings specified in section 1.

This MSA applies to the DSGS Program and to any successor, replacement, expansion, supplemental, or derivative program established by the CEC that utilizes behind-the-meter energy storage systems for grid services. SunStrong Management LLC (“SunStrong”) may transition your enrollment to a Successor Program without prior notice or consent. If the Successor Program requires additional terms, SunStrong will provide them to you, and you shall have an opportunity to opt out at that time. Your continued participation in the Successor Program will constitute acceptance.

By enrolling in, remaining enrolled in, or receiving any compensation under the VPP Program, you agree to the terms of this MSA and the current version of the DSGS Program terms and conditions, as revised from time to time, and available at:

<https://www.energy.ca.gov/programs-and-topics/programs/demand-side-grid-support-program>.

SunStrong acts as your Aggregator for the CEC’s DSGS Program.

1. Definitions

“Aggregator” means SunStrong Management LLC or the partner/affiliate it designates.

“Customer” or “You” means the person enrolled or auto-enrolled in the VPP Program.

“Customer Agreement” means your existing lease, loan, or power purchase agreement for the Device, as managed by SunStrong.

“Device” means your eligible behind-the-meter energy storage system capable of responding to a Dispatch Event.

“Dispatch Event” or “Event” means a Leap-initiated energy dispatch instruction, including operational, reliability, and test dispatches.

“DSGS Program” or “DSGS” means the Demand Side Grid Support Program and any authorized expansions (including DSGS) created by the CEC.

“OEM” means original equipment manufacturer.

“Program Data” means data related to your identity (including name, telephone number, email and address), your DSGS enrollment and Event participation status, your energy usage and/or energy production, your Service account, your electric bill, and operational data (e.g., charge/discharge, nameplate and capacity) about your Device(s).

“Program Guidelines” means the most recent approved version of the Demand Side Grid Support (DSGS) Program Guidelines as published on the CEC’s docket.

“Reward” means monetary compensation paid by SunStrong to You for validated participation in Dispatch Events.

“Service” means the communications connection between SunStrong and your Device, including OEM and DERMS integrations.

“Successor Program” means any program established, modified, expanded, or approved by the CEC that replaces, continues, or supersedes the DSGS Program, or that provides substantially similar grid-services opportunities for behind-the-meter battery systems.

“Utility Distribution Company” or “UDC” means your utility electric provider, e.g. Pacific Gas & Electric, Southern California Edison, San Diego Gas & Electric.

In the event of a conflict between the terms of this MSA and the Customer Agreement, the terms of this MSA shall govern solely with respect to VPP Program participation.

2. Program Overview

The VPP Program allows SunStrong to manage your Device’s participation in the DSGS Program. CEC may call Dispatch Events during periods of high system load, reliability needs, or other conditions consistent with Program Guidelines.

During Dispatch Events, SunStrong may signal your Device to discharge energy to serve your home load or export energy to the grid, subject to your OEM-level battery reserve settings and system constraints.

3. Program Benefits

- **Earn Rewards:** Receive monetary incentives for every kW your Device provides to the grid during Events. You do not need to change your behavior or take action to benefit, beyond meeting the eligibility and connectivity requirements detailed below. SunStrong will manage your Device on your behalf unless You want to make a change.
 - **Maintain Control:** SunStrong will ensure that Device reserve settings are maintained. Dispatch will not occur during significant severe weather as defined by the CEC. You can adjust your Device reserve settings, if such a setting is available, and unenroll from the VPP program or any Successor Program at any time.
 - **Be a Good Grid Citizen:** Small contributions from your Device can help to avoid or reduce grid outages in an emergency. You are doing your part to support your community.
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4. Enrollment

SunStrong may adjust or update enrollment methods at any time and may require You to accept modifications to the terms of this MSA to maintain enrollment. Enrollment is effective once SunStrong confirms your eligibility and Device connectivity.

4.1 Default Auto-Enrollment

If You are a qualified SunStrong customer with a compatible Device, You may be automatically enrolled in the VPP Program unless You decline.

4.2 Opt-In Enrollment

If You are a qualified SunStrong customer and not currently enrolled, or were previously enrolled but chose to opt-out, you may join the VPP Program through an opt-in process. SunStrong may offer opt-in enrollment through your Device's OEM app, online tools, customer requests, or direct outreach. To enroll, You must follow the instructions provided and authorize SunStrong to activate your participation.

4.3 Ongoing Enrollment (Legacy Customers)

If You were previously enrolled through an opt-in or auto-enrollment process, You may remain enrolled in the VPP Program unless You opt out.

4.4 Eligibility Requirements

You must:

- be at least 18 years of age
 - maintain an active and current service account with your UDC
 - have permission to operate from your host utility
 - maintain continuous connectivity between your Device and SunStrong systems
 - not be enrolled in a conflicting demand response program
 - assist with connectivity and firmware troubleshooting
 - provide any required information for government or regulatory reporting
 - allow SunStrong to modify eligibility requirements in accordance with Program Guidelines
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5. Customer Consent

By participating, You authorize SunStrong and Leap to:

- collect, use, and exchange Program Data
- adjust your Device reserve levels up to once a quarter with notice
- dispatch your Device during Events
- charge your Device before Events
- conduct test events and operational verifications
- contact You regarding Events, surveys, and program administration unless you opt-out
- use anonymized or aggregated Program Data for reports and regulatory filings

SunStrong will not override your battery reserve settings without notice. You will maintain the ability to decline such a change.

6. Device Operation

Your Device may charge or discharge during Events. Event performance may vary based on reserve level, system state of charge, solar production, Device health, or connectivity. If the Device is performing normally, no site visit is required to participate in the VPP Program.

You may adjust your reserve settings through your OEM application, if such a setting is available, which may result in reduced participation or lower Rewards.

Dispatch will not occur during significant severe weather as defined in the Program Guidelines.

7. Event Participation and Opt-Out

You may opt out of Events only through your Device's OEM interface, if such functionality is available. SunStrong does not provide a direct Event-by-Event opt-out process.

SunStrong has no obligation to override or modify your OEM reserve or opt-out selections.

8. Withdrawal from the VPP Program

You may withdraw entirely from the VPP Program at any time by contacting SunStrong at: <https://sunstrongmanagement.com/support/virtual-power-plant-vpp-support>

Withdrawal processing may take up to five (5) business days. Per Program Guidelines, you will be unenrolled from the DSGS Program in the month following withdrawal processing. After withdrawal, You will be ineligible to receive Rewards. Upon successful unenrollment, SunStrong will cease dispatching your Device.

9. Rewards

9.1 Reward Rate

You will receive compensation based on your Device's validated power discharge during Events, as determined per the Program Guidelines, at the then current authorized DSGS Program rate. SunStrong will receive a management fee for operation of the VPP Program that will be paid out of the authorized DSGS Program rate, which is subject to change.

As of April of 2026, the authorized DSGS Program rate as determined by the CEC is (before management fees):

May	June	July	August	September	October
\$6.75/kW	\$6.98/kW	\$12.60/kW	\$13.50/kW	\$14.40/kW	\$7.88/kW

An additional 30 percent bonus shall be applied to all capacity incentives for Program Years 2025 and 2026. Additional bonuses in future years may be provided at the CEC's discretion.

9.2 Management and Partner Fee

SunStrong will deduct management and partner fees from the DSGS Program Reward. The management fee will be set as a percentage of the total Reward and can vary on a

customer-by-customer basis based on a variety of factors, including: DSGS Program requirements, volume and type of dispatch, Customer and/or Device settings, and other factors. The partner fee will be set as a percentage of the total Reward as determined by Leap.

Currently, the partner fee is set at 20% of Rewards, and the management fee is set at 30% of Reward net of the partner fee. Customers will receive notice of any changes to the management fee and partner fee.

9.3 Reward Delivery

Rewards will be provided to enrolled Customers having a servicing relationship with SunStrong once SunStrong validates Event performance and Leap compensates SunStrong . Leap will forward payment (net of its fees) to SunStrong within 30 days of receiving the incentive from the CEC and any subcontractors, as applicable.

SunStrong provides Rewards in the form of bill credits for Customers holding a Lease and payment reductions for Customers holding a Loan. These methods are subject to change with notice.

Rewards will not be provided to Customers without an active Customer Agreement or for Events in which You do not participate due to reserve levels, connectivity issues, or opt-outs.

SunStrong reserves the right, in its sole discretion and without prior notice, to suspend or cancel the VPP Program.

10. Unenrollment by SunStrong or Leap

You may be unenrolled if:

- your Device loses connectivity for extended periods
- your Device cannot be reliably dispatched
- You enroll in a conflicting DR program (subject to penalty)
- your system is not compatible with DERMS requirements
- You decline to accept modifications to this Agreement

Unenrollment does not affect your obligations under any separate system purchase, loan, or lease agreement. SunStrong will attempt to notify You upon unenrollment.

11. VPP Complaint Procedure

Complaints regarding the VPP Program should be submitted to:

SunStrong Management LLC

Email: support@sunstrongmanagement.com

Address: 20 Greenway Plaza, Suite 540, Houston, TX 77046-4845

Attn: []

Please include Your Full Name and “DSGS Complaint” in the subject line. SunStrong will acknowledge receipt and aims to resolve complaints within thirty (30) days.

Should your complaint concern the disclosure of privacy or proprietary information by the Aggregator, SunStrong will investigate such complaint. The timeline for investigation and resolution of such complaint will be approximately three (3) months, subject to extension in the event information necessary for the investigation is not readily available.

The above complaint procedure refers exclusively to complaints related to this MSA and the DSGS program and does not govern disputes related to your Customer Agreement, which disputes will be resolved per the terms therein. The filing of a complaint shall not release You from any obligations under this MSA or your Customer Agreement.

12. Privacy

SunStrong will manage Program Data in accordance with its Privacy Policy at:

<https://sunstrongmanagement.com/privacy/>

SunStrong will not sell Program Data or share Program Data with third parties except (a) Leap, Olivine, the CEC, or their administrators for purposes of program operation, verification, or regulatory reporting; (b) service providers who require such data to operate the VPP Program and who are bound by confidentiality obligations; or (c) as required by law.

Leap’s Usage Data Authorization Terms can be found at:

<https://www.leap.energy/usage-data-authorization-terms>

13. Changes to this Agreement

SunStrong may modify the terms of this MSA at any time. SunStrong will notify You of material changes. You will maintain the right to reject changes and terminate without

penalty. You may, upon notice to Aggregator, opt-out of any modified Terms. Your continued participation in the DSGS Program thereafter signifies your acceptance to such modified terms.

14. Sponsor Disclaimer

Leap and the CEC are not parties to this MSA and are not responsible for SunStrong's administration of the VPP Program. All compensation is issued solely by SunStrong. No bill credits will appear on the bill from your UDC as a result of VPP Program participation.

15. Acceptance

By participating in, remaining enrolled in, or receiving Rewards under the VPP Program, You agree to terms of this MSA.