

Battery Service Agreement

This Battery Service Agreement (“Agreement”) is entered into between the customer identified on the signature line below (“Customer”) and Energywell Home, LLC (the “Company”) and governs the installation, access, use, and operation of one or more battery energy storage systems at the Customer’s residence. This Agreement sets forth the terms of payment and related obligations for the equipment and installation services related to any Battery System. During the Term, Company will provide installation, maintenance, and related services in connection with the Battery System.

1. Definitions

“Agreement” means this Battery Service Agreement, including any schedules, exhibits, or addenda.

“Battery System” means the battery modules, inverter, communication equipment, wiring, and all related components necessary for installation and operation as described in the installation plan provided to Customer.

“Company” means Energywell Home, LLC, its successors, assigns, agents, and authorized representatives.

“Energywell” means Elevate Energy, LLC d/b/a Energywell, its successors, assigns, agents, and authorized representatives.

“Installation Services” or **“Installation”** means the installation and commissioning of the Battery System at the Service Address, performed by the Company and/or a licensed third-party installer authorized by the Company.

“Permitting” means the process of preparing and submitting any required applications, forms, or documentation to any authority having jurisdiction, the Customer’s electric utility provider, or any homeowners’ association, property management entity, or similar governing body with the authority to approve or deny installation of the Battery System.

“Installer” means Company personnel and/or any third-party contractor or subcontractor authorized by the Company to perform Installation Services.

“Retail Energy Contract” means the separate agreement and Terms of Service between Customer and Elevate Energy, LLC d/b/a Energywell (or its

affiliate/brand) for the supply of retail electric service to the Service Address.

“Service Address” means the physical location identified below where the Battery System will be installed and operated.

“Property” means the real property located at the Service Address, including any structures, appurtenances, and access areas reasonably necessary for installation, operation, maintenance, or removal of the Battery System.

“Site Survey” means the preinstallation review (in person or remote) of the Service Address for feasibility, Permitting, and any additional installation costs.

“State of Charge” or **“SOC”** means the percentage of the Battery System’s usable capacity available for discharge at a given time.

“Program” means any wholesale energy market, utility program, demand response program, or other grid services program in which stored energy from the Battery System may be dispatched or otherwise used.

“Term” means the duration of this Agreement as set forth in Section 2.

2. Term and Renewal

The Term of this Agreement begins upon execution of the Agreement and shall continue for fifteen (15) years from the date the Battery System installation is complete (“Installation Date”), unless terminated earlier pursuant to this Agreement (the “Initial Term”). Upon completion of the Initial Term, Company will provide Customer with a written renewal notice (“Renewal Notice”) setting forth the applicable renewal term, replacement battery

details, and updated membership fees. Customer will have thirty (30) calendar days from the date of the Renewal Notice (“Renewal Review Period”) to accept the renewal terms.

If Customer elects to accept during the Renewal Review Period, this Agreement will renew for a period of time stated in the Renewal Notice (the “Renewal Term”) and on the other terms stated in the Renewal Notice. If Customer does not accept the renewal within the Renewal Review Period, this Agreement will automatically continue on a month-to-month basis on the same terms and conditions set forth herein, except that no Cancellation Fee shall apply while the Agreement remains on a month-to-month term. During such period, upon at least thirty (30) days’ prior written notice to Customer, Company reserves the right, at its sole discretion, to (a) transfer ownership of the Battery System to Customer in exchange for payment by the Customer to Company of the fair market value of the Battery System at the time of transfer, and thereby conclude its obligations under this Agreement, (b) remotely disable the Battery System, and/or (c) physically remove the Battery System from the Service Address.

3. Equipment, Installation, Permits, and Interconnection

(a) Equipment & Installation. The “Battery System” includes the battery modules, inverter, communication equipment, wiring, and all related components necessary for installation and operation as described in the installation plan provided to Customer. The Battery System will be installed at the Service Address identified in this Agreement and may not be relocated without Company’s prior written consent. Customer represents and warrants that they are the owner of the Property located at the Service Address and have full authority to permit installation of the Battery System. Company, in its sole discretion, will select the brand and model of the Battery System based on compatibility and availability.

(b) Site Survey; Installation Fee Adjustments. A standard Installation Fee applies (see Section 4). However, if the Site Survey identifies conditions that require additional work to complete the installation, a higher Installation Fee that accounts for the additional

costs will apply. Items that would require additional work to complete the installation and lead to an increased Installation Fee include, but are not limited to, the following:

- electrical panel or service upgrades;
- subpanel additions;
- trenching or conduit runs;
- structural work, reinforcement, or modifications;
- site preparation, demolition, or debris removal;
- relocation of existing equipment;
- compliance with updated building, fire, electrical, or other applicable codes;
- accessibility accommodations or safety measures;
- utility interconnection upgrades or additional utility-mandated equipment;
- additional labor, equipment rentals, or specialized installation methods due to site conditions –

Company will notify Customer in writing of any increase to the Installation Fee. Customer will have five (5) business days from notice to cancel this Agreement without forfeiting the Initial Deposit. After this five-business-day period, the Initial Deposit becomes nonrefundable (subject to Section 4).

If, after the Site Survey, the Company determines in its reasonable discretion that Installation is not feasible or would require material modifications from the original installation plan, the Company may cancel this Agreement by written notice and will refund any Initial Deposit paid. This remedy is in addition to any other rights and remedies available to the Company.

(c) Permits and Interconnection. Company (or its Installer) will obtain required permits and utility interconnection approvals necessary to install and interconnect the Battery System. If permits or interconnection cannot be obtained due to Customer action/inaction (including unpermitted work at the premises) and Customer does not cure within thirty (30) days after receiving written notice from Company, this

will be deemed to be an early termination by Customer, and the applicable cancellation terms will apply (see Section 8). Customer will timely provide signatures, information, and cooperation reasonably required for any required permits and utility interconnection. Company is not responsible for delays in permitting or utility interconnection and shall have no liability for such delays. Customer grants Company full power and authority to execute on Customer's behalf any and all documents necessary and proper to cause interconnection of the Battery System to the Customer's Transmission Distribution Service Provider's ("TDSP") power grid, including those documents reasonably requested by Customer's TDSP, including but not limited to any Tariff Agreement, Interconnection Application, Interconnection Agreement, and/or Customer's End-Use Customer Affirmation Schedule. You also grant Company the authority to approve, on your behalf, access to Smart Meter Texas data.

(d) Ownership. The Battery System is and shall remain the sole property of the Company. Customer acquires no ownership interest in the Battery System by virtue of this Agreement, and title will not transfer to Customer at any time.

4. Fees and Payment

(a) Initial Deposit. Customer shall pay an initial deposit in the amount set forth in the Fee Schedule at the end of this Agreement ("Initial Deposit") upon execution of this Agreement. The Initial Deposit will be applied to the Installation Fee. The Initial Deposit is fully refundable until Permitting has commenced. Once Permitting has commenced, the Initial Deposit becomes nonrefundable. For the purposes of determining refundability, Permitting shall be deemed commenced at the earlier of (i) the date the Company or its Installer submits an application to any authority having jurisdiction, utility, or HOA; or (ii) the date the Customer signs any required permitting or interconnection form. If, following the Site Survey, the Company notifies Customer of an increase to the Installation Fee, Customer may cancel this Agreement within five (5) business days of such notice and receive a full refund of the Initial Deposit, even if Permitting has commenced. After that period, the Initial Deposit is nonrefundable.

(b) Monthly Membership Fee. Customer shall pay the "Monthly Membership Fee" set forth in the Fee Schedule at the end of this Agreement during the Term.

(c) Installation Fee. Customer shall pay an "Installation Fee" set forth in the Fee Schedule at the end of this Agreement upon completion of installation of the Battery System. Upon installation, the Company will automatically charge the Installation Fee to the payment method provided by Customer. The Installation Fee is subject to adjustment under Section 3(b) of this Agreement.

(d) Billing Through Retail Energy Bill. Customer expressly agrees that all amounts due under this Agreement, including without limitation, the Deposit, Installation Fee, Monthly Membership Fee, and any other amounts payable by Customer, may, at the Company's discretion, be billed and appear on Customer's monthly bill for electricity service provided by Energywell ("Retail Energy Bill"). Customer agrees to pay such charges in full when due. If any such amounts are not billed through the Retail Energy Bill, the Company may bill the Customer directly, and, by signing this Agreement, Customer authorizes the Company to automatically charge Customer's designated credit or debit card or debit Customer's bank account for all payments due under this Agreement. Customer agrees to maintain current and valid payment information on file with the Company at all times. Invoices, payment confirmations, and related notices may be delivered electronically to the Customer's email address on file. Any payment not received within five (5) days of the due date may be subject to a late fee of up to twenty percent (20%) of the outstanding balance or the maximum amount permitted by law, whichever is less. Customer understands and agrees that, after the Battery System has been delivered and Installation has been completed, the payment obligations described in this Agreement apply regardless of Customer's level of usage of the Battery System.

(e) Taxes and Surcharges. Customer is responsible for all applicable taxes, fees, and surcharges, including sales, use, and other government-imposed charges related to this Agreement.

5. Retail Energy Contract Requirements; Renewal & Lowest Price Guarantee

(a) Retail Energy Contract Requirement. Customer shall maintain a Retail Energy Contract with Energywell for the full Term. If Customer cancels or fails to renew the Retail Energy Contract (except as provided in subsection (c) below), this Agreement will terminate, the applicable Cancellation Fee (as described in Section 8) will apply, and Company may disable and/or recover the Battery System pursuant to Section 7 and Section 8.

(b) Remain in Good Standing with Energywell. On or before the due date listed on Customer's monthly Energywell invoice, Customer shall pay all amounts owed to Energywell for retail electricity service, including TDSP charges and taxes and fees ("Electricity Charges"). If Customer fails to pay Electricity Charges and such non-payment results in the disconnection of Energywell's retail electricity service to Customer's property, the Company may, in its sole discretion, terminate this Agreement. Upon such termination, the Company may remotely disable the Battery System and, at the Company's convenience, enter Customer's property to remove and recover the Battery System. Customer further agrees that any such disconnection due to non-payment may result in a cancellation fee, as contemplated under this Agreement.

(c) Renewal Notices. Renewal notices for the Retail Energy Contract will be provided in accordance with the terms of the Retail Energy Contract and applicable state regulations.

(d) Lowest Price Guarantee for Renewals. The Lowest Price Guarantee described in this Section 5(d) applies only to the Energy Charge for the renewal of the Retail Energy Contract, not to the initial term of the Retail Energy Contract. Prior to renewal of the Retail Energy Contract, Energywell will offer you a competitive renewal price. If the Average Price per Kilowatt-hour at 2000 kilowatt-hours of electricity usage (the "Average Price"), as reflected on your Electricity Facts Label offered by Energywell, is more than the Average Price, as reflected on an Electricity Facts Label for a comparable plan (meaning a plan with a fixed rate energy charge, the same

term length, the same time of use structure (if applicable), same renewable percentage, non-prepaid, no gift cards or similar promotional incentives, etc.) being offered by available REPs on PowertoChoose.org for your zip code, you may notify Energywell in writing, providing proof of the lower comparable plan. If Energywell can verify the lower comparable plan you have provided, Energywell may provide an offer with an Average Price that is lower than the comparable plan (offered by the competing Retail Electricity Provider) you shared with Energywell. If Energywell does not beat the Average Price from the lower comparable plan you provided, and you do not choose to accept the renewal offer from Energywell, you will not owe the Company any cancellation charge under Section 8(b) of this Agreement (but certain decommissioning fees may apply). If www.PowerToChoose.org is not available at the time of the renewal offer, you have the right to request that Energywell review comparable, publicly available offers made by other Retail Electricity Providers. If Energywell fails to meet this Lowest Price Guarantee at renewal, Customer may terminate the Retail Energy Contract without penalty. If Customer terminates the Retail Energy Contract in such instance, this Agreement will also terminate immediately.

6. Customer Responsibilities

Customer agrees to: (i) provide reasonable access at the Service Address for Installation, maintenance, decommissioning, or removal; (ii) maintain a functional internet connection with Wi-Fi coverage for monitoring and remote operation of the Battery System; (iii) refrain from tampering with, disabling, relocating (without Company's prior written consent), or permitting unauthorized repairs to the Battery System; (iv) notify Company ninety (90) days in advance of any transfer of the Property or of any planned renovations at the Service Address that could affect the Battery System; (v) keep the Battery System area safe, clear, and accessible; (vi) cooperate with Company in obtaining permits and interconnection, including timely signatures, information, and remediation of any Customer-caused hindrances to permitting; (vii) read and follow all safety, user, and operating guidelines provided for the Battery System; and (viii) promptly notify Company if Customer knows or reasonably suspects the Battery System is not functioning properly, is damaged, or requires repair.

Furthermore, Customer shall either (a) maintain, at Customer's expense, homeowner's or equivalent property insurance covering the Battery System against loss and damage for its full replacement value, or (b) name Company as an additional insured on Customer's homeowner's or equivalent property insurance covering the Battery System against loss and damage for its full replacement value. If the Battery System is damaged due to events outside the Company's control, and Customer's insurance (homeowner's or otherwise) fails or refuses to pay the full replacement value of the Battery System within ninety (90) days of the date when the damage occurred (a "Reimbursement Scenario"), Customer shall have ten (10) days following written notice from the Company of the Reimbursement Scenario to reimburse the Company for either:

(a) the full replacement value of the Battery System,

or

(b) the difference between the full replacement value of the Battery System and any partial insurance payment(s) received toward that replacement value, if applicable.

The Customer's ongoing compliance with this Section 6 is a material condition of this Agreement. The Company's ability to remotely monitor, communicate with, and control the Battery System is essential to the Agreement.

If, at any time, Customer's actions or omissions (including but not limited to disconnecting communications equipment, disabling or not maintaining internet connectivity, restricting physical access, altering system settings, or otherwise interfering with the Company's control of the Battery System) result in the Company's inability to monitor or control the Battery System, the following shall apply:

1. **Daily Penalty for Lost Control.** Beginning on the first day such condition occurs, and continuing until the condition is cured, Company may charge Customer a System Inaccessibility Fee of \$5 per day.

2. **Notice and Opportunity to Cure.** Company shall provide written notice of the inaccessibility or interference. If Customer fails to fully restore access

and control within ten (10) days after such notice, the condition shall constitute a material default under this Agreement.

3. **Right to Terminate.** Upon such uncured default, Company may terminate this Agreement and assess the applicable Cancellation Fee as described in Section 8 (Cancellation and Early Termination) and in the Fee Schedule, in addition to any accrued System Inaccessibility Fees.

4. **No Waiver.** Company's decision to delay or refrain from termination shall not be deemed a waiver of its right to collect any System Inaccessibility Fees or to later enforce termination for the same or subsequent occurrences.

7. Company Access, Control, and Remote Disable

(a) **Exclusive Access and Control.** Company retains the exclusive right to operate and access the Battery System, both physically and electronically, including remote operation. Company may use stored energy for participation in Programs and may adjust charge/discharge profiles remotely. Customer shall not enroll the Battery System in any Program or otherwise permit anyone other than the Company (or its affiliates or successors) to control or dispatch the Battery System. During the Term and any renewal thereof, Customer grants Company and its authorized Installers an express invitation and license to enter the Property at reasonable times (and at any time in an emergency), for site surveys, installation, interconnection work, inspections, maintenance, troubleshooting, repairs, replacements, decommissioning, or removal of the Battery System, and for any other activity reasonably necessary to perform this Agreement. Customer agrees that any such entry does not constitute a trespass. Customer shall not unreasonably withhold or delay access to the Property or Battery System and shall ensure safe conditions for Company and its Installers.

(b) **Backup Power Availability.** The Battery System is designed to provide backup energy to the Property during a grid outage. The amount of time backup power will last depends on the energy stored in the Battery System at the time of the outage and the Customer's

energy usage during the outage. Company will endeavor to maintain a minimum SOC of at least twenty percent (20%) for backup purposes. However, availability of that minimum SOC is not guaranteed and may be affected by factors including Program participation, overall system operation, weather conditions, outage duration, and Customer consumption patterns.

Customer acknowledges and agrees that the Battery System may not always provide sufficient energy to ensure uninterrupted power to the Property, especially during extended outages. The Battery System must not be relied upon as the sole power source for health-related equipment or other critical human needs. Customer further consents to Company's use of the Battery System for participation in wholesale energy markets, utility programs, or other grid services, including in aggregation with other devices, and understands that such use is essential to Company's business model.

(c) Remote Disable and Recovery Rights. Upon termination, breach, or default, Company may, at its sole discretion, remotely disable the Battery System, recover the Battery System, or both.

(d) Remote Monitoring and Data Use. Customer authorizes Company to monitor the Battery System remotely, including collecting and using performance and operational data, to operate, maintain, and improve the Battery System, to meet the requirements of any utility, incentive, or regulatory programs in which the Battery System participates, and to enable participation in Programs (as defined herein).

(e) Decommissioning, Removal, or Transfer. Upon termination or expiration of this Agreement (including any month-to-month continuation), Company may, at its sole discretion, (i) transfer ownership of the Battery System to the Customer and thereby conclude its obligations under this Agreement; (ii) remotely disable the Battery System; and/or (iii) physically remove the Battery System from the Service Address, with Customer providing reasonable access for such activities.

(f) Customer Care and Damage Responsibility. Customer shall take reasonable measures to protect the Battery System from damage, loss, theft, or tampering. Customer is responsible for any damage to the Battery

System beyond normal wear and tear, including damage caused by misuse, neglect, accident, unauthorized alterations, or failure to provide adequate protection from environmental conditions. Customer shall promptly reimburse Company for the reasonable cost of repairing or replacing any such damage.

8. Cancellation and Early Termination

(a) Prior to Commencement of Permitting. If Customer cancels this Agreement before the commencement of Permitting, no cancellation fee will apply and any Initial Deposit paid will be refunded in full. If Company notifies Customer of changes to the Installation Fee and Customer responds within five (5) business days of such notice to cancel, no cancellation fee will apply and the Initial Deposit will be refunded in full.

(b) After Commencement of Permitting but Before Installation Begins. If Customer cancels this Agreement after Permitting has commenced but before installation work begins at the Property, the Customer will forfeit the Initial Deposit as the sole cancellation charge.

(c) Cancellation After Installation Begins. If Customer cancels this Agreement after installation work has commenced, the following charges apply:

- **Recovered Battery Cancellation Fee** – If Company is able to remove and recover the Battery System, Customer will pay the "Recovered Battery System Cancellation Fee" set forth in the Fee Schedule at the end of this Agreement.
- **Non-Recovered Battery Cancellation Fee** – If the Battery System is not recovered due to Customer action, inaction, or denial of access, Customer will pay the "Non-Recovered Battery System Cancellation Fee" set forth in the Fee Schedule at the end of this Agreement.
- Company reserves the right, in its sole discretion, to remotely disable the Battery System if the Retail Energy Contract is terminated or Customer is in material breach of this Agreement or material breach of the Customer's Retail Electricity Contract with Energywell. Company may, but is not obligated to, recover the Battery System from the Service Address.

(d) Exceptions. Customer may terminate this Agreement without payment of a battery Cancellation Fee under the following circumstances:

1. Customer sells, or otherwise conveys the Property to another party, and that party either (i) enters into a new agreement with Company for the Battery System or (ii) assigns this Agreement in its entirety with Company's prior written consent, in which case Customer shall have no further obligations under this Agreement from and after the date of such assignment.
2. Company does not uphold the electricity Lowest Price Guarantee described in Section 5(d).
3. A Force Majeure event causes destruction of, or material damage to, the Property that prevents continued operation of the Battery System.
4. Customer elects not to renew this Agreement at the end of the Term.
5. Customer rescinds the Agreement within three (3) business days after execution.

9. Warranties and Operation & Maintenance

(a) Warranties. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE BATTERY SYSTEM OR INSTALLATION, INCLUDING ANY WARRANTY OF MERCHANTABILITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. To the extent that the manufacturer of any of the components of the Battery System provides any warranty with respect to any component of the Battery System, such warranty will be passed through to the Customer to the extent assignable. Further, to the extent that the installer provides any warranty with respect to the Installation, such warranty will be passed through to the Customer to the extent assignable. Company makes no guarantee regarding uninterrupted availability, backup capability, or minimum SOC.

(b) Operation & Maintenance. During the Term, Company will be responsible for operation and

maintenance of the Battery System and will provide maintenance and manufacturer warranty support in its discretion, subject to the terms and limitations of this Agreement and any applicable third-party warranties. Company may, in its discretion, service, repair, or replace the Battery System or any component with new or refurbished equipment of equal or greater functionality. No specific response or repair timeframes are guaranteed. Company is not obligated to provide backup capability during maintenance or replacement.

10. Use of Subcontractors

The Company may, at its discretion, engage independent, third-party subcontractors to perform some or all services described in this Agreement. The Company shall be solely responsible for compensating such subcontractors and for ensuring that all services are performed in accordance with the terms of this Agreement. The use of subcontractors does not relieve the Company of its obligations to the Customer, and the Customer shall have no responsibility for managing or paying any subcontractor engaged by the Company.

11. Default

An "Event of Default" includes: (i) failure to make any scheduled payment to the Company within thirty (30) days of its due date; (ii) disconnection of electricity service due to non-payment of Electricity Charges to Energywell or for meter tampering; (iii) interference with Company's operation, access to, or control of the Battery System; (iv) relocation, removal, modification, or repair of the Battery System without Company's prior written consent; (v) cancellation or expiration of the required Retail Energy Contract except as otherwise provided in this Agreement; (vi) failure to maintain required insurance under Section 6(vi); or (vii) any other material breach of this Agreement not cured within ten (10) days after written notice.

Upon an Event of Default, Company may, in its sole discretion, and in addition to any other rights and remedies: (a) remotely disable the Battery System; (b) recover and remove the Battery System from the Service Address; (c) terminate this Agreement; and (d) assess the applicable Cancellation Fee under Section 8.

12. Force Majeure

The Company shall not be liable for any delay or failure to perform due to circumstances beyond its control, including but not limited to acts of terrorism, sabotage, acts of God, pandemics, acts of governmental authority, severe weather, labor strikes, casualty, or general unavailability of materials. Any estimated installation or completion dates provided by the Company are subject to clarification of all technical details. In addition, the Company's obligation to meet any deadlines is contingent upon the timely and proper fulfillment of the Customer's responsibilities under this Agreement.

13. Indemnification

Customer acknowledges that the Battery System could fail or malfunction in such a way as to cause damage to property and/or person. Customer agrees to indemnify and hold harmless the Company, its affiliates, and each of its and their respective directors, officers, employees, agents, and representatives against and from any and all losses, fines, penalties, claims, demands, damages, liabilities, actions or suits of any nature whatsoever (including legal costs and attorney's fees, both at trial and on appeal, whether or not suit is brought) actually or allegedly resulting from, arising out of, or in any way connected to the performance of the Company's obligations under this Agreement, or on account of misuse of the Battery System by the Customer (or Customer's agents, representatives, contractors, or those under the control or supervision of the Customer), unauthorized alterations to the Battery System, or the Customer's negligence.

14. Communication and Notice

The Customer consents to receive notices, updates, and communications electronically, including by email and SMS. The Customer is responsible for maintaining up-to-date contact information. All formal written notices to Company should be sent to Energywell Home, LLC, P. O. Box 1288, Greens Farms, CT 06838. For general inquiries, customers may contact the Company by email at care@energywell.com or by phone at (833) 856-3844. All formal written notices to Customer should be sent to Customer's address as indicated in the signature line below.

15. Assignment

The Customer may not assign this Agreement to any other person without the express written consent of the Company or its successor in interest, as applicable. Any assignment made by the Customer without such required consent will be deemed null and void. The Company may assign this Agreement, with or without notice to the Customer unless otherwise required by law, along with all associated rights and obligations, (i) to an affiliate or any person or entity that acquires all or substantially all of the Company's assets, (ii) in connection with a sale of all or a portion of the Company's equity, (iii) in connection with any financing or other financial arrangement, or (iv) to another residential smart device/energy storage service provider that provides products and services similar to those described in this Agreement. The Customer's consent is not required for the Company to assign or pledge this Agreement (whether absolutely, as collateral, or otherwise), nor for any grant of a security interest in or right to payment under this Agreement, and such assignment shall be binding on the Customer and their successors.

16. Severability

If any provision of this Agreement is determined to be invalid or unenforceable by a court, arbitrator, or regulatory body with jurisdiction, the remainder of the Agreement shall remain in full force and effect. The invalid provision shall be construed, to the extent possible, in a way that reflects the original intent of the parties.

17. Arbitration, Waiver of Jury Trial, and Class Action Waiver

To the fullest extent permitted by law, any dispute arising out of or relating to this Agreement, including claims arising in contract, tort, statutory or otherwise, shall be settled exclusively and finally by arbitration in accordance with the Commercial Arbitration Rules and Procedures of the American Arbitration Association. Any arbitration proceeding hereunder shall be conducted exclusively in the state in which the Customer's Battery System is installed. By entering into this Agreement, Customer agrees to binding arbitration and will not pursue any further action in a court of law. Customer will

not have the right to participate in a representative capacity or as a member of any class of claimants pertaining to any claim subject to arbitration. The Company's Arbitration and Class Action Waiver Policy Addendum, which is provided to you along with this Agreement, is incorporated herein and made a part hereof, and contains additional details and a complete description of the terms and conditions of the Arbitration and Class Action Waiver Policy, including your ability to opt out.

18. Survival

All representations, warranties, indemnities, limitations of liability, and dispute resolution provisions, including arbitration and class action waivers, shall survive the termination or expiration of this Agreement. Any obligations intended to continue after termination, including those relating to payment, liability, and legal compliance, shall remain in effect.

19. No Waiver

Any failure by the Company to enforce any term or condition of this Agreement or to exercise any right it may have shall not be deemed a waiver of that or any other right. The Company may enforce its rights at any time, even if it has previously chosen not to do so.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state where Customer's Battery System is installed, without regard to its conflict of laws principles.

21. Entire Agreement

This Agreement constitutes the entire understanding between the Customer and the Company with respect to the subject matter herein and supersedes any prior verbal or written agreements. Any modifications to this Agreement must be in writing and signed by both parties. Notwithstanding the foregoing, Company may make changes as permitted under Section 25 (Regulatory and Program Changes).

22. Electronic Signature

This Agreement may be executed electronically, and such signatures shall have the same legal force and effect as original handwritten signatures.

23. Limitation of Liability & Release

YOU ACCEPT THE BATTERY SYSTEM "AS IS," "WHERE IS," AND WITH ALL FAULTS, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL REPRESENTATIONS AND WARRANTIES OF SUITABILITY FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND CONDITION, WITH REGARD TO THE BATTERY SYSTEM.

UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER, OR TO ANYONE CLAIMING BY, THROUGH, OR UNDER CUSTOMER, FOR ANY DAMAGES OF ANY KIND OTHER THAN DIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, SPECIAL, INDIRECT, OR OTHER FORMS OF DAMAGES, SUCH AS LOST PROFITS, LOSS OF USE OF OR DAMAGE TO EQUIPMENT OR SERVICES, ARISING FROM OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT OR TORT OR OTHERWISE, REGARDLESS OF WHETHER COMPANY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE BATTERY SYSTEM EVER EXCEED THE GREATER OF (X) \$15,000.00 U.S. DOLLARS OR (Y) THE THEN-CURRENT FAIR MARKET VALUE OF THE BATTERY SYSTEM.

CUSTOMER FOREGOES, RELEASES, AND DISCLAIMS ANY AND ALL CLAIMS CUSTOMER OR ANYONE CLAIMING BY, THROUGH, OR UNDER CUSTOMER, MAY HAVE ARISING FROM OR RELATED TO ANY INTERRUPTION IN ENERGY SERVICES RELATED TO THE BATTERY SYSTEM OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS THAT MAY IMPACT HEALTH AND HUMAN SERVICES.

NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT CUSTOMER'S ABILITY TO PURSUE THE MANUFACTURER OR INSTALLER FOR PRODUCT DEFECTS, DESIGN

DEFECTS, NEGLIGENT INSTALLATION, OR BREACH OF WARRANTY.

24. Security Interest Filing

The Company may record or file evidence of this Agreement and/or Customer's license to the Battery System, evidence of the Company's ownership of the Battery System, and such UCC filings in the real property records, with the secretary of state or otherwise, as the Company deems appropriate.

25. Change in Law, Regulation, or Program Rules.

Company may adjust the operation of the Battery System, and make compliance-driven adjustments to the fees charged under this Agreement, as reasonably necessary to comply with changes in applicable laws, regulations, utility tariffs, market rules, or Program requirements. In addition, Company may modify this Agreement, without Customer's consent and without prior notice, to the extent necessary to reflect a Change in Law. For purposes of this Section, a "Change in Law" means an actual change, or a change in applicability or interpretation, of any law, rule, regulation, statute, order, directive, decree, or regulatory action that is applicable to this Agreement, the Customer, the Company, or the Battery System. Company may also make other changes to this Agreement by providing Customer with at least fourteen (14) days' prior written notice. In that case, Customer may elect to terminate this Agreement without payment of a Cancellation Fee during such notice period;

if Customer does not terminate, the Agreement will continue in effect with the modification.

26. Regulatory Costs and Pass-Through Charges

In addition to Company's rights under Section 25 (Change in Law, Regulation, or Program Rules), Customer shall be responsible for, and Company may pass through to Customer, any fees, taxes, surcharges, assessments, or other charges imposed by any governmental, regulatory, or market authority that are related to the Battery System, this Agreement, or the provision of related services to Customer.

Such charges may include, without limitation, program administration fees, market participation costs, compliance assessments, renewable or storage-related surcharges, or similar regulatory cost recoveries, whether newly imposed or increased after the execution of this Agreement. Company may bill such amounts either (i) through Customer's Retail Energy Contract, or (ii) by charging Customer directly through the automatic payment method authorized by Customer under this Agreement. All such charges shall be payable in the same manner and subject to the same payment terms as the Monthly Membership Fee. Company's recovery of such costs shall not be limited by any other provision of this Agreement, and Company shall have no obligation to absorb or offset any regulatory charges, taxes, or fees imposed on or related to the Battery System or the services provided hereunder.

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Fee Schedule

Installation Fee:	\$0 (subject to adjustment after Site Survey per Section 3(b))
Monthly Membership Fee:	\$0
Initial Deposit:	\$0 (applied toward Installation Fee if applicable; refundable until Permits are submitted or, if no Installation Fee applies, upon completion of Installation; see Section 4)
Recovered Battery System Cancellation Fee:	\$1,500
Non-Recovered Battery System Cancellation Fee:	\$15,000
Required Retail Electricity Provider:	Elevate Energy, LLC d/b/a Energywell

Service Address:

Customer Email:

Customer Phone:

[Signature Page to Follow]

Accepted and Agreed

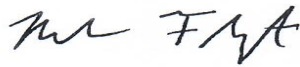
Customer Name:

Customer Signature:

Date Signed:

Energywell Home, LLC

Authorized Signature:



Name: Michael Fallquist

Title: Chief Executive Officer

Date Signed: