



Distributed Energy Resource Agreement

This Distributed Energy Resource Agreement (“Agreement”), effective as of _____ (“Effective Date”), is made between Voltus, Inc. (“Voltus”), located at 2443 Fillmore St. #380-3427, San Francisco, CA 94115, and County of Contra Costa (“Customer”), located at 40 Muir Road, Second Floor Martinez, CA 94553 United States both defined herein as the Parties to this Agreement. Any Exhibit or Appendix attached hereto shall be incorporated herein by reference and be binding on the Parties.

1. **Term.** This Agreement will start on the Effective Date and continue for 60 months after the first day of participation in the distributed energy resource program(s) (“Program”). Prior to the expiration of the initial term, the Parties may mutually agree to amend this Agreement in writing to extend the initial term for up to an additional two (2) years.

2. **Voltus Managed Services**

- a. *Scope of Services:* Voltus will manage Customer’s participation in the Program(s) listed on Exhibit 1, in accordance with rules set forth by the grid operator and/or utility (“Operator”). Voltus will (i) work with Customer to develop an appropriate curtailment plan; (ii) manage all aspects of Customer’s participation in the Program(s) and (iii) process all Program payments in accordance with the rules set forth by the Operator.
- b. *Voltlet and Voltapp:* Upon Customer’s authorization, Voltus will equip Customer with a system that collects energy data (“Voltlet”) and provides visibility of this data through the Voltus cloud (“Voltapp”). At the Customer’s request, such system may enable remote distributed generation control and direct load management. Voltus will install the system at each Customer facility as identified on Exhibit 1, which may be amended with the Customer’s consent to reflect additional locations.

3. **Customer Requirements**

- a. *Utility Data:* Customer hereby authorizes utility data access for Voltus for facilities listed on Exhibit 1.
- b. *Voltus System Installation:* In the event a Voltlet needs to be installed, Customer will provide Voltus personnel, or their designee, with access to meters and/or equipment at facilities listed on Exhibit 1.
- c. *Acceptance Testing:* If the program requires acceptance testing, Customer will work with Voltus to prove Customer capability at each facility in a timely manner prior to Voltus registration of each facility in the Program(s).
- d. *Distributed Energy Resource Performance:* Customer will reduce electrical demand when notified by Voltus in accordance with Program rules. The Parties understand that the capacity listed on Exhibit 1 represents the best estimate of performance and that performance may vary.

4. **Payments**

- a. *Capacity Payments:* Voltus will pay Customer \$3 per kilowatt (kW) per month of Earnings kW for all capacity owing to Customer’s performance in the PG&E DRAM/CBP/ELRP Programs for all months Customer is enrolled in the Program.
- b. *Underperformance:* In no event shall Customer be penalized for underperformance.
- c. *Payment Timing:* Voltus will issue customer payment within 45 days of Voltus’s receipt of payment from the Operator for (i) each Program season if the Program has a fixed season, or (ii) the preceding quarter. Voltus shall not invoice or otherwise charge Customer for any fees or other amounts pursuant to this Agreement.

5. **General Terms**

- a. *Limitation on Liability:* Voltus is not liable for Customer participation in Program(s). All remedies or damages are expressly waived, including any indirect, punitive, special, consequential, or incidental damages, lost profit, or other business interruption damages.
- b. *Choice of Law:* This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California without giving effect to choice of law rules.
- c. *Insurance:* At a minimum, Voltus shall purchase and maintain, or shall cause to be maintained the following insurance coverages at Voltus’ sole expense. Coverage shall be written with insurance carriers rated A, VIII or better according to the current A.M. Best’s Insurance Guide and must be approved to do business in the State of California. Prior to commencement of work, Voltus will provide a certificate of insurance (and any applicable endorsements, as may be requested), evidencing the following insurance:
 - i. Workers compensation as required by California statute and employers’ liability and shall include a Waiver of Subrogation in favor of Customer.

The minimum employers’ liability limits of liability shall be:

\$1,000,000	Each Accident
\$1,000,000	Bodily Injury by Disease – Each Employee
\$1,000,000	Bodily Injury by Disease – Policy Limit

- ii. Commercial general liability (CGL), including personal injury, bodily injury, broad form property damage, premises operations hazard, contractual liability, products liability and completed operations, and personal and advertising liability, on coverage forms at least as broad as the most



current version of the ISO occurrence form CG 0001 and shall contain a waiver of subrogation in favor of the additional insureds.

CGL and Umbrella Liability coverage shall be written on an occurrence form to cover all claims arising out of any work performed pursuant to the Agreement, regardless of when such claim shall be first made against Customer.

The minimum limits of liability shall be:

\$6,000,000 General Aggregate Limit
\$6,000,000 Each Occurrence Limit

The limits may be provided by using a combination of primary and umbrella policies, provided that the umbrella policy follows form of the primary. Customer shall be included as additional insured with respect to each of the foregoing General Liability, Umbrella Liability, and Automobile Liability coverages.

- iii. (c) Commercial Automobile Liability Insurance applicable to any non-owned or hired vehicles with limits not less than the following:

\$1,000,000 Combined Single Limit Liability

- iv. Customer shall be included as additional insured with respect to each of the foregoing General Liability, Umbrella Liability, and Automobile Liability coverages. Additional Insured coverage under the general liability and umbrella liability policies will be provided for ongoing and completed operations, using the combined ISO Additional Insured endorsement or their equivalents. All Additional Insured coverage will be provided on a primary and non-contributory basis.

Voltus, Inc.

Name: Todd Krause
Title: Chief Revenue Officer
Date: 4/12/2022
Email: TKrause@voltus.co

Signature: _____

Customer

Name:
Title:
Date:
Email:

Signature: _____

