DERAPI ENERGY GRID SERVICES PARTICIPANT AGREEMENT

PLEASE READ THE FOLLOWING AGREEMENT (THE "**AGREEMENT**") CAREFULLY. THIS AGREEMENT IS BETWEEN DERAPI, INC. ("**DERAPI**") AND YOU ("**YOU**" OR "**PARTICIPANT**") AND DESCRIBES THE TERMS AND CONDITIONS THAT APPLY TO DERAPI'S PROVISION OF GRID SERVICES (DESCRIBED BELOW) TO YOU IN CONNECTION WITH THE PROGRAM DESCRIBED BELOW. IF THE UTILITY, PROGRAM ADMINISTRATOR, OR PROGRAM SPONSOR (DEFINED BELOW) HAS NOT ADVISED DERAPI THAT YOU ARE PARTICIPATING IN THE PROGRAM, YOU ARE NOT ELIGIBLE TO RECEIVE THE GRID SERVICES DESCRIBED BELOW. BY INDICATING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS.

1. Definitions

"**Utility**":	Your applicable utility provider: Southern California Edison, San Diego Gas and Electric, or Pacific Gas and Electric
"**Program**":	Demand Side Grid Support
"**Program Agreement**":	The agreement(s) between Participant and the Utility and/or Program Sponsor, as applicable, regarding the Program.
"Program Administrator"	California Energy Commission
"Program Sponsor"	Leapfrog Power, Inc., dba Leap or other entity as Derapi may designate
"**Battery**":	Energy storage system enrolled in the Program.
"Battery Aggregation"	The aggregate of all Participants participating in the Program through Derapi and the Program Sponsor, as governed by this Participant Agreement.
"**Term**":	Start date: the date of Participant's enrollment into the Program End date: the earlier of the (i) termination of the Program or (ii) Participant's termination of its participation in the Program
"**Committed Capacity**":	The continuous power (kW rating) and/or the total kWh discharge that the Battery will discharge during the Dispatch Period, as mutually agreed upon between the Utility or Program Sponsor, as applicable, and Participant.
"**Dispatch Period**":	The period(s) during which the Grid Services will be provided, as determined by the Utility or Program Sponsor, as applicable, as outlined in the Program Agreement.
"**Performance Data**":	Some or all of the following: ● Battery UUID ● Battery charge and/or discharge timestamp ● Battery energy ● Battery power ● Battery state of charge ● Battery stored energy ● Battery mode ● Solar production timestamp ● Solar energy production ● Solar power production ● System grid connectivity ● Connectivity status
"**Grid Services**":	Dispatch of the Battery in response to instructions received from the Utility and/or Program Sponsor, as applicable. Dispatch instructions may include but are not limited to the following: charge or discharge of Participant's Battery to serve onsite load, export to the grid, or address solar over-production; scheduled charging or other operation of Participant's Battery.

2. Participant Obligations. Participant will ensure that the Battery has energy stored in it prior to each Dispatch Period sufficient to meet the Program requirements. Participant will not: (a) set the Battery reserve level below 10%; (b) attempt to override or interfere with the Grid Services. Additionally, Participant confirms that (c) Derapi is authorized to represent Participant in connection with the Program and the Utility or Program Sponsor, as applicable; and (d) Participant will comply at all times with the Program Agreement. **Please note: if your Utility requires you to implement Power Export Limits (PEL) or Power Control Settings (PCS) in connection with your Battery, you may not be eligible to participate in the Program or your Battery's ability to discharge the Committed Capacity may be limited.**

3. Testing. Participant agrees to allow Derapi to issue instructions to Participant's Battery outside of Dispatch Periods for purposes including but not limited to testing, diagnosis and debugging, verification of Battery capability and performance, compliance with Program requirements, or other purposes as required in order to provide the Grid Services.

4. Grid Services. Derapi will use commercially reasonable efforts to provide the Grid Services during the Dispatch Period during the Term; provided, however, that Derapi will have no obligation to provide the Grid Services if (a) the Battery has not been properly installed and/or connected to the Utility's grid; (b) the Battery is not connected to the internet through ethernet or a robust Wi-Fi connection; (c) the Battery does not have interval metering with communications capability; (d) the Battery or the solar energy system to which the Battery is connected utilizes Power Export Limits (PEL) or Power Control Settings (PCS) that inhibit or interfere with the Grid Services;(e) the Battery is configured in such as way as to inhibit or interfere with the Grid Services, (f) the Utility, Program Administrator, Program Sponsor, or Derapi determines that the participant is not eligible to participate in the Program, (g) Participant withdraws from the Program (for example, by terminating the Program Agreement); (h) Participant, Utility, Program Administrator, or Program Sponsor instructs Derapi in writing not to provide the Grid Services during the applicable Dispatch Period; (i) Participant withdraws its consent to Derapi sharing the Performance Data with Utility, Program Administrator, or Program Sponsor, as applicable; (j) the Program is terminated or suspended for any reason; (k) Derapi in its sole discretion determines that provision of the Grid Services creates the risk of personal injury or property damage or would violate any law, rule, or regulation; or (l) Participant is in breach of this Agreement.

5. Payments to Participant: Payments to Participant will be determined based on the performance of the Battery in delivering Grid Services during the Dispatch Period. Payments will be disbursed from funds received from the Program Sponsor, less any fees charged by Derapi or the Program Sponsor. Payments to be made herein are described more fully in Annex 1 hereto, which may be amended separately by the parties, via written amendment, from time to time.

6. Customer Data. Participant authorizes all relevant utility data and device data access for Derapi for the purposes of providing Grid Services. Participant authorizes Derapi and its employees and representatives, as well as the Program Sponsor and Program Administrator, to collect, use, and exchange any confidential or personally identifiable information as needed to administer the Program and provide the Grid Services. Such information may include but is not limited to Participant's name, address(es), email address(es), and utility account number(s). Participant information may also need to be shared with program regulatory representatives. Participant also acknowledges and agrees that the Program Sponsor will process any data provided or made available to Derapi by or on behalf of Participant. Further, Customer agrees that in some cases Derapi may authorize Participant meter(s) on their behalf. In these cases, Customer will have the option to disenroll from the applicable programs at any time.

7. Failure to Perform. If Participant receives written notice from the Utility, Program Administrator, or Program Sponsor, as applicable, that the Battery is failing to perform in connection with the Program

("**Failure Notice**"), Participant promptly will relay that Failure Notice to Derapi at vpp-support@derapi.com, or other email address Derapi may designate, along with all documentation provided by the Utility, Program Administrator, or Program Sponsor, as applicable, in connection with such Failure Notice. Derapi will use commercially reasonable efforts to work with Participant to resolve any issues identified in the Failure Notice within thirty (30) days of Derapi's receipt of such Failure Notice.

8. Termination. Either party may terminate this Agreement and may withdraw from the Program at any time by providing at least 30 days prior written notice to the other party. Notice to Derapi may be sent to vpp-support@derapi.com , or other email address Derapi may designate and must include a copy of the notice Participant sent to the Utility, Program Administrator, or Program Sponsor, as applicable, wherein Participant provided notice of Participant's termination of the Program Agreement.

9. NO WARRANTY. DERAPI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE GRID SERVICES OR THE PERFORMANCE DATA, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ACCURACY. ALL GRID SERVICES AND PERFORMANCE DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND PARTICIPANT ASSUMES FULL RESPONSIBILITY FOR ANY USE OF OR RELIANCE ON ANY GRID SERVICES OR PERFORMANCE DATA.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DERAPI, ITS AFFILIATES, OR THEIR RESPECTIVE REPRESENTATIVES OR CONTRACTORS HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF USE, REVENUE, PROFIT, BUSINESS OPPORTUNITY, OR GOODWILL, NOR LOSS OF PERFORMANCE DATA OR DIMINUTION IN VALUE, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE GRID SERVICES OR PERFORMANCE DATA, REGARDLESS OF WHETHER THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE CUMULATIVE LIABILITY OF DERAPI, ITS AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES AND CONTRACTORS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE GRID SERVICES OR PERFORMANCE DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED ONE HUNDRED DOLLARS AND NO CENTS ($100.00) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT EITHER PARTY'S LIABILITY FROM INTENTIONAL MISCONDUCT, OR FRAUD. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

11. General. Participant will not assign or transfer this Agreement or any rights or obligations, by operation of law or otherwise, without the prior written consent of Derapi. Any assignment in violation will be void. This Agreement constitutes the entire agreement between Participant and Derapi with respect to the Grid Services, and supersedes all previous communications, course of dealing representations and agreements, whether oral or written, between Participant and Derapi with respect to the Grid Services. This Agreement may not be modified, supplemented, qualified, or interpreted except in writing signed by Participant and Derapi. No course of dealing or usage of trade may be invoked to modify this Agreement. The failure by Derapi to enforce at any time any of the provisions in this Agreement will in no way be construed as a waiver of such provisions. If any provision of this

Agreement is unenforceable as written, the remainder of this Agreement will remain in effect and the unenforceable provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in connection with the construction or interpretation of this Agreement. This Agreement will be governed by the laws of California without reference to conflict of laws principles and all disputes arising out of or related to this Agreement will be brought in the state courts in San Francisco County, California or in the United States District Court for the Northern District of California, and each party irrevocably submits to the exclusive jurisdiction and exclusive venue of any such court in any such suit.

Annex 1

Payment Terms

1. Program Payment: Participant shall be eligible to receive payment under the Program (each a "Program Payment") based on the Demonstrated Capacity of their Battery. "Demonstrated Capacity" as used herein is calculated based on the formula provided in Chapter 5, Section E of the "Demand Side Grid Support (DSGS) Program Guidelines, Fourth Edition" or subsequent revisions published by the California Energy Commission or subsequent Program Administrator.

2. Payment Amount: The amount of the Program Payment shall be eighty-five percent (85%) of Participant's pro rata share of total funds received from the Program Sponsor based on the proportion of Demonstrated Capacity provided by Participant's Battery to the Demonstrated Capacity of the entire Battery Aggregation each month the Participant participates in the Program. The amount of the Program Payment shall be determined by the sole judgment of Derapi.

3. Payment delivery method: The Program Payment shall be provided to the Participant by a prepaid digital or physical gift card, or other method chosen by Derapi. Derapi may, at its sole discretion, choose a third party service provider to process payments. Participant agrees to allow Derapi to share Participant's name, email address, and other information required to fulfill the Program Payment with such third party service provider for the purposes of fulfilling the Program Payment. Program Payments will be delivered only after funds have been received from the Program Sponsor and in accordance with Derapi's standard practices with respect to payment processing.

4. No guarantee of payment: Participant acknowledges that the Program Payment is affected by multiple factors beyond the control of Derapi, in addition to the performance of Participant's Battery during Grid Services events, and that a Program Payment of zero is possible. Participant acknowledges that Derapi shall have no responsibility or obligation to make any Program Payments hereunder to the extent payments it receives from the Program Sponsor, or any other party in connection with the Battery Aggregation, are delayed, reduced, or incomplete, and the timing and extent of any Program Payments to be made under such circumstances shall be at Derapi's sole discretion.