

[Program Title]
Customer Participation Agreement
[v2026]

This Customer Agreement, with all exhibits and any amendments and/or restatements (the “Agreement”), is entered into as of [DATE] (the “Effective Date”), by and between:

- **Aggregator:**
ecoLong, a New York State Limited Liability Company at P.O. Box 38282 Albany, New York 12203

- **Customer:**
Albany County, the owner/operator/manager of the following properties (the “Property”) located at:
 - 420 Western Avenue, Albany, New York, 12203
 - 392 Western Avenue, Albany, New York, 12203
 - 1000 Madison Avenue, Albany, New York, 12208
 - 996 Madison Avenue, Albany, New York, 12208
 - 994 Madison Avenue, Albany, New York, 12208

Together, the Aggregator and Customer are referred to as the “Parties,” and each individually is a “Party.”

1. Purpose

This Agreement establishes the terms under which Aggregator will integrate, manage, and control Customer’s building systems and distributed energy resources (DERs) for participation in the below programs:

- National Grid Electric Demand Response Program or “Commercial System Relief Program (CSRP)”

The specific program(s) that Customer will be enrolled in (the “Program(s)”) are set forth in **Exhibit A**.

2. Definitions

“Aggregator” is defined in the preamble.

“Aggregator Indemnitees” is defined in Section 12.1.

“Aggregator’s Revenue Share” is defined in Section 7.1.

“Agreement” is defined in the preamble.

“Customer” is defined in the preamble.

“Customer’s Revenue Share” is defined in Section 7.1.

“Dispute” is defined in Section 15.2.

“Effective Date” is defined in the preamble.

“Equipment” is defined in Exhibit B.

“Initial Term” is defined in Section 3.

“Load Reduction” is defined in Section 6.2.

“Party[ies]” is defined in the preamble.

“Program(s)” is defined in Section 1, and identified in Exhibit A.

“Program Rules” means the rules and guidelines applicable to each of the Program(s). They are determined by the applicable utility provide and/or grid operator, and are included in Exhibit C.

“Property” is defined in the preamble.

“Renewal Term” is defined in Section 3.

“Term” is defined in Section 3.

“Thresholds” is defined in Section 5.2.

3. Term

The Agreement commences on the Effective Date and remains in effect for one year, unless terminated earlier by either Party in accordance with Sections 13.1 or 13.2. After the Initial Term, the Agreement will continue renewing annually (the “Renewal Term,” and collectively with the “Initial Term,” the “Term”), unless terminated by either Party in accordance with Sections 13.1 or 13.2.

4. Customer Eligibility and Obligations

4.1. Authority and Access

Customer represents that it owns, operates, or has legal authority over the Property and the systems, devices, property, and equipment set forth in Section 4.2 below.

4.2. Provision of Access

Customer agrees to provide Aggregator with:

- Building Management Systems (BAS/BMS) access;

- Energy Management Systems (EMS), submeters, and interval meters access;
- Network connectivity (wired, Wi-Fi, or cellular) for required devices;
- DER equipment access, including thermostats, HVAC controls, batteries, electric vehicle supply equipment (EVSE), and solar inverters; and
- Approval and access to install the Equipment.

4.3. Operational Commitment

Customer shall allow Aggregator to:

- Remotely dispatch and control eligible Property assets during DR/VPP events within program limits;
- Access building data for measurement and verification (M&V) and optimization purposes; and
- Verify asset performance and uptime requirements.

4.4. Customer Notification Responsibilities

Customer must provide Aggregator with at least thirty (30) days' written notice of:

- Major renovations, or changes to the systems, devices, property, and equipment set forth in Section 3.2, which may impact Program participation;
- Changes in tenant occupancy that may impact load;
- Any sale or other disposition of the Property; and
- Safety, code, or operational issues that could affect dispatchability.

4.5. No Interference

Customer shall not modify, tamper with, disconnect, disable, damage, steal, sell, modify, or otherwise impair the Equipment (identified in **Exhibit B**).

5. Aggregator Responsibilities

5.1. Program Enrollment

Aggregator shall enroll Customer assets in the Program(s) identified in Exhibit A.

5.2. Dispatch Control

Aggregator may initialize the following control action, while remaining within agreed operational and occupant comfort thresholds (the "Thresholds"):

- HVAC setpoint adjustments;
- Load curtailment;
- Battery charge/discharge;
- EV charging modulation; and
- Behind-the-meter DER (distributed energy resources) coordination.

The Thresholds will be set by the Customer after the Equipment is installed.

5.3. Measurement, Verification and Settlement

Aggregator shall:

- Perform M&V (measurement and verification) consistent with the applicable Program Rules;
- Track baselines, performance metrics, event records; and
- Provide earnings statements and settlements to Customer.

5.4. Compliance with Laws

Aggregator shall perform its services in compliance with:

- Utility tariffs;
- ISO/RTO participation rules;
- State and federal energy regulations; and
- Local electrical and building code requirements

6. Dispatch Events and Performance

6.1. Event Notification

Aggregator will notify Customer of an event in accord with the applicable Program Rules.

6.2. Non-Performance

If Customer assets fail to deliver the agreed-to load reduction (“Load Reduction”) due to any of the below, Aggregator may reduce payments or impose program penalties to Customer:

- Customer override;
- Tenant actions;
- Equipment malfunction; or
- Network failure

The Load Reduction will be set, in accordance with the applicable Program Rules, by Aggregator following the installation of the Equipment.

7. Incentives, Payments and Revenue Sharing

7.1. Revenue Share

Aggregator shall pay Customer according to:

- Performance-based DR revenues;
- Capacity of ancillary services revenues;
- Utility or ISO incentives; and
- Enrollment bonuses (if applicable).

Revenue share schedule:

- Customer: 50% (“Customer’s Revenue Share”)
- Aggregator: 50% (“Aggregator’s Revenue Share”)

7.2. Payment Timing

Payments are issued **annually** to the Customer unless the applicable Program Rules state otherwise.

7.3. Program Penalties

Any financial penalties, clawbacks, or liquidated damages assessed due to Customer non-performance shall be deducted from Customer's Revenue Share in Section 7.1, and Customer hereby authorizes Aggregator to deduct from Customer's Revenue Share any such financial penalties, clawbacks or liquidated damages.

8. Data Rights, Privacy and Security

8.1. Data Access

Customer grants Aggregator rights to:

- Collect high-resolution energy use data;
- Access BMS/BAS telemetry;
- Evaluate DER performance and building conditions; and
- Aggregate data for participation in grid programs

8.2. Privacy Restrictions

Aggregator will not collect personal data unless required by law or explicitly authorized.

8.3. Cybersecurity Standards

Aggregator shall maintain security controls aligned with:

- NIST standards; and
- Encrypted communications

Customer must provide a stable and protected network environment.

9. Equipment Ownership and Maintenance

9.1. Ownership

All Equipment (defined in Exhibit A) remains the Aggregator's property during and after the Term, unless the Parties expressly agree otherwise in writing.

9.2. Maintenance and Replacement

Aggregator will maintain the Equipment it provides, but Customer must maintain adequate environmental, electrical, and connectivity conditions.

9.3. End-of-term Removals

Aggregator may remove its Equipment at its cost upon termination. Customer must provide reasonable access for removal.

10. Liability

10.1. Limits to Aggregator's Liability

In no event shall Aggregator's maximum total liability under this Agreement exceed 12 months of Aggregator's Revenue Share for the Property under this Agreement.

Among other things, Aggregator is not responsible for:

- Loss of income, lease disputes, or tenant claims arising from Customer's failure to obtain proper consents;
- Failures caused by Customer equipment, wiring, building systems, or lack of connectivity;
- Indirect, incidental, special, or consequential damages; or
- Damages caused by forces outside Aggregator's control (e.g., outage, cyberattack on Customer's network)

10.2. Liquidated Damages

Customer is solely responsible for intentional or negligent damage to, theft of, removal of, tampering with, modification to, or loss of the Equipment at the Property. If the Customer intentionally or negligently damages, steals, removes, modifies, tampers with, or loses any of the Equipment at the Property, the Parties agree that actual damages would be difficult to ascertain precisely. Therefore, the Customer shall pay liquidated damages in the amount of \$2,000 as a reasonable approximation of the anticipated losses, and not as a penalty.

11. Representations and Warranties

11.1. Customer Representations and Warranties

Customer represents and warrants that: (i) the execution, delivery and performance of the Agreement has been duly authorized by all requisite action on the part of Customer, and Customer has full power and authority to enter into this Agreement; (ii) to the extent Customer is an entity, the Customer is and will remain duly licensed, authorized or qualified to do business, and in good standing, in New York; and (iv) Customer is and will remain in compliance with all applicable laws in connection with performance under this Agreement.

These representations and warranties remain in effect throughout the entire Term. If any representation or warranty becomes inaccurate, Customer must promptly inform the Aggregator in writing.

11.2. Aggregator Representations and Warranties

Aggregator, itself or through its contractor(s), shall perform the installation of the Equipment in a safe and professional manner in accordance with all applicable laws. Except as expressly set forth in this Agreement, Aggregator makes or provides no warranties, express or implied, with respect to the work to be performed, services to be provided, or Equipment to be delivered under this Agreement, including any warranty against infringement. If the Parties later agree, in a writing signed by both Parties, that any Equipment ownership will be transferred to the Customer in accordance with the terms of this Agreement, the Equipment is provided "AS IS" with no warranty of any kind. Aggregator

expressly disclaims any implied warranty of merchantability or fitness for a particular purpose.

12. Indemnification

12.1. Customer Indemnification

Customer shall indemnify, defend, and hold harmless the Aggregator, its affiliates, officers, employees, contractors, sub-contractors, and agents (collectively, the “Aggregator Indemnitees”), from and against any and all claims, liabilities, losses, damages, demands, expenses (including reasonable attorneys’ fees), and causes of action of any nature whatsoever arising out of or related to:

- Tenant complaints, disputes, or habitability claims;
- Customer’s breach of lease obligations, other contractual obligations, or laws;
- Equipment or building system failures;
- Customer’s misrepresentation of authority or permissions; or
- Customer negligence, misconduct, or willful interference with the Equipment.

12.2. Aggregator Indemnification

Aggregator shall indemnify Customer for:

- Bodily injury or property damage caused solely by Aggregator’s gross negligence or willful misconduct, as determined by a tribunal of competent jurisdiction; or
- Violations of law solely attributable to Aggregator’s gross negligence or willful misconduct, as determined by a tribunal of competent jurisdiction.

13. Termination

13.1. Termination for Convenience

Either Party may terminate this Agreement with 90 days’ written notice to the other Party.

13.2. Termination for Cause

Immediate termination is permitted upon written notice to the other Party if:

- The other Party materially breaches this Agreement;
- Participation becomes unsafe or violates law; or
- The Program[s] are cancelled.

13.3. Post-Termination Obligations

Customer must:

- Cooperate with Aggregator in facilitating Equipment removal;
- Pay outstanding balances or penalties owed to Aggregator; and
- Cease using the Equipment.

14. Regulatory Compliance

Customer acknowledges participation may be subject to:

- Utility Demand Response rules (e.g., National Grid, etc.);
- ISO/RTO rules (e.g., NYSIO, etc.);
- Local jurisdiction requirements (e.g., NYSERDA, LL97 considerations, etc.);
- Building, housing, and tenant-protection laws; and
- Electrical, fire, mechanical, and cybersecurity regulations.

Customer is solely responsible for ensuring the Property's compliance with any applicable rules, Program Rules, laws, requirements, or regulations.

15. Miscellaneous

15.1. Governing Law

This Agreement and the rights, duties, and liabilities of the Parties under this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York (without regard to its conflict of laws principles).

15.2. Dispute Resolution

Any dispute, claim, or controversy in any way arising out of or relating to this Agreement or its subject matter (a "Dispute") shall be resolved by binding arbitration before the American Arbitration Association (AAA) or any other arbitration forum agreed to by the Parties in writing. The arbitrator of any Dispute shall have the authority to award the same damages and relief as a court of competent jurisdiction, but shall not have the authority to grant class-wide relief. The Customer agrees to resolve Disputes on an individual basis only, and not as a class, representative, or consolidated action or proceeding.

This arbitration agreement is governed solely by the Federal Arbitration Act (9 U.S.C. § 1 et seq.). By agreeing to arbitration, the Parties irrevocably waive the right to a trial by jury.

15.3. Anti-Assignment

Customer may not assign or delegate any of its rights, duties, or liabilities under this Agreement to any third party without the prior written consent of the Aggregator. Any purported assignment or delegation in violation of this Section shall be null and void.

15.4. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, warranties, negotiations, and understandings, whether oral or written, relating to the same subject matter. The Parties acknowledge that they have not relied on any oral or written representations or promises outside of those explicitly set forth in this Agreement.

15.5. No Oral Modification

This Agreement, and all its terms, may not be amended, modified, waived, or supplemented orally; instead, this Agreement and its terms may be amended, modified, waived, or supplemented only by a written instrument signed by an authorized representative of both Parties.

15.6. Non-Waiver by Aggregator

Any failure or delay by Aggregator in exercising a right or in asserting a breach under this Agreement does not constitute a waiver. Any exercise of a right by the Aggregator does not prevent further exercise of that right or other rights.

15.7. Notices

When written notice to the Aggregator is required under this Agreement, Customer must both email and deliver hard copies of the notice to Aggregator through certified mail, to the contact and addresses below:

Aggregator Contact Name: _____
Aggregator Email: ngdr@eco-long.com
Aggregator Address: P.O. Box 38282 Albany, New York 12203

Written notice to the Customer will be sent to:

Customer Contact Name: _____
Customer Email: _____
Customer Address: _____

15.8. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a tribunal of competent jurisdiction, such provision shall be deemed severed from this Agreement, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and the Parties agree to replace the invalid provision with a valid and enforceable provision that most closely reflects the original intent of the Parties.

15.9. Interpretation

Unless the context otherwise requires: (i) words used in the singular shall include the plural and vice versa; (ii) the use of any gender or neuter form shall be deemed to include all other genders and the neuter form; (iii) "include[s]" or "including" are to be construed as

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"include[s] without limitation" or "including without limitation;" and (iv) examples or similar phrases (e.g.) are non-exhaustive.

The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

Signatures

Aggregator

Name: _____

Title: _____

Signature: _____

Date: _____

Customer/Landlord

Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit A: Program(s)

The Customer will be enrolled in the following Program(s):

National Grid Commercial System Relief Program (CSRP)

Exhibit B: Equipment

Aggregator is providing the following "Equipment" to the Customer:

Gateway

Software

Exhibit C: Program Rules – [National Grid Commercial System Relief Program]¹

[Insert copy of the first Program's Rules]

¹ The Program Rules – [Insert Program Name; example: National Grid – Electricity / Gas] were last updated on [date], and they may be updated or modified over time. These Program Rules are also available at: [insert hyperlink; example: https://www.nationalgridus.com/media/pdfs/bus-ways-to-save/csrp_program_overview.pdf]