

INCENTIVES FOR BUSINESS GENERATOR PROGRAM TERMS & CONDITIONS

Consumers Energy's ("Company") Incentives for Business Generator program ("Program") is voluntary and governed by rules approved by the Michigan Public Service Commission ("MPSC") in the Company's [Rate Book for Electric Service](#) and any applicable MPSC orders.

The program is subject to the following terms and conditions:

ENROLLMENT & DE-ENROLLMENT:

Enrollment is voluntary. Customers must receive electric service from the Company on a rate eligible to enroll in the Program and must continue to maintain service on an eligible rate for the duration of their enrollment. Customers must not participate in any other Company offering that makes them ineligible to participate in the Program. Customer eligibility to participate in the Program is determined solely by The Company, and participating customers may be de-enrolled at any time at the Company's discretion. The customer will be required to provide contact information needed to receive mandatory program communication, as described below.

Program participants are free to de-enroll from the program at any time. To request de-enrollment please call 877-789-9883.

ENERGY SAVINGS DAYS:

Participating customers agree to participate in "Energy Savings Event" days. Such events will be determined by the Company or in response to an electrical emergency. Enrolled customers may opt out of one Energy Savings Day event per year by calling 877-789-9883.

EMERGENCY ENERGY SAVINGS EVENTS

Emergency Events may occur any day of the year, including weekends and holidays with little or zero notice, typically lasting no more than a four-hour period in any one day during Conservative Operations, Severe Weather Alerts, Min/Max Gen Alert/Warnings, or Emergency Events as directed by Midcontinent Independent System Operator ("MISO").

DEVICE:

Participating customers allow Consumers Energy to utilize Generac Mobile Link connectivity on their business generator to simulate a power failure in order for the generator to provide all energy to the business during periods of high electricity demand. This is called an Energy Savings Event day. Event days typically occur on non-holiday weekdays between noon and 8 pm, but event days could occur at any time in the case of an electric emergency. Event days typically take place between June and September, last up to four hours and will not exceed 50 cumulative hours annually.

INCENTIVE:

Please allow 6-8 weeks after enrollment completion for the processing of your enrollment incentive. This processing may take longer if required documentation or information on the application is missing. Participation incentives will be provided if customers remain enrolled through November 30, 2022. Please call 877-789-9883 if you have any questions about the incentive.

PROGRAM COMMUNICATIONS:

Customer agrees to receive mandatory program communications and to provide and maintain valid contact information for such communications. By enrolling, customer accepts the Company's [Electronic Communications Terms & Conditions](#) including but not limited to those provisions regarding live and automated voice notifications and text messages when the customer provides a phone number (both land line and wireless). Network and other data or text charges may apply.

INFORMATION RELEASE:

Customer agrees that Consumers Energy may include customer's name, address, Consumers Energy account number, Consumers Energy services and resulting energy savings ("Information") in a database hosted by a contractor of Consumers Energy, and such information may be included in reports or other documentation submitted to the Michigan Public Service Commission ("Reports"). Consumers Energy will treat such information as confidential and the information in the Reports shall only be in the aggregate.

Customer consents to the Company, Generac Power Systems, Inc ("Generac") and the Company's other contractors obtaining, collecting, storing, analyzing and using any of the Customer's information and data, for the purposes of managing and administering the Program. Customer also authorizes the Company, Generac and any other contractor to share and transfer such information and data between the entities for program purposes.

LIMITATION OF LIABILITY:

Consumers Energy's liability is limited to paying the incentive specified. In no event will Consumers Energy or Generac be liable whether in contract, tort (including negligence), strict liability, warranty or otherwise for any direct, indirect, special, incidental, or consequential damages connected with or resulting from participation in this Program. Neither Consumers Energy nor Generac shall be liable for any damage or adverse impact to the customer's generator that results from customer's participation in the Program. Consumers Energy reserves the right not to pay the incentive if the application form and all required additional information are not complete and accurate. Customer further acknowledges that Generac is not liable, in any circumstance, for the payment of the Program-related incentive specified above.

WARRANTIES:

Consumers Energy does not warrant the performance of installed equipment, expressly or implicitly. Consumers Energy makes no warranties or representations of any kind, whether statutory, expressed or implied, including without limitation, warranties of merchantability or fitness for a particular purpose regarding the generator equipment provided by a manufacturer or vendor. Contact your contractor for details regarding equipment performance and warranties.

PROPERTY RIGHTS:

Customer represents that he/she has the right to complete and/or install the demand response measures on the property on which those measures are completed and/or installed.

COMPLIANCE

Customer agrees to participate in the Program described herein, and by participating, customer agrees to comply with the terms of the Program, the Company's [Electronic Communications Terms & Conditions](#), as well as Generac's Terms of Service, Privacy Policy, any other policies referenced on the Generac website located at <https://www.generac.com/privacy-policy> ("Company Privacy Policy") Customer also agrees to comply with all applicable local, state, national, and international laws, rules and regulations.

CUSTOMER'S CERTIFICATION:

Customer certifies and agrees that all information is true and that he/she has conformed to all program and equipment requirements listed below.

GENERATOR ELIGIBILITY REQUIREMENTS

Generator eligibility requirements Generator must be in good working order and provide energy to my entire business. It must also be fueled by natural gas or propane, have an automatic power transfer switch and a minimum capacity of 12kW. The generator has been and shall be maintained to manufacturer's specifications including the performance of all recommended maintenance. The generator installation date must not be older than 5 years at time of enrollment and an active Mobile Link account maintained.