



## SONOMA CLEAN POWER GRIDSAVVY REWARDS ELECTRIC VEHICLE PARTICIPATION AGREEMENT

This Sonoma Clean Power GridSavvy Rewards Electric Vehicle Participation Agreement (“Agreement”) is an agreement between you (“Customer”) and the Sonoma Clean Power Authority, mailing address PO Box 1030 Santa Rosa, CA 95402 (“Sonoma Clean Power” or “SCP”) (collectively, the “Parties”). Sonoma Clean Power manages a Demand Response Program called GridSavvy Rewards, designed to help improve the stability of the power grid, shift energy use away from certain hours, augment power procurement activities, and facilitate the deployment of technologies. Sonoma Clean Power, as the Demand Response Provider (“DRP”), will implement and offer various Program options across a variety of technologies (“Program”) to Sonoma Clean Power’s customers (“Customers”).

Technologies include, but are not limited to, electric vehicle chargers, electric vehicles, smart thermostats, and heat pump water heaters. Accepting this Participation Agreement indicates Customer wishes to enroll in Sonoma Clean Power’s GridSavvy Rewards and participate in Program activities as described above.

NOW, THEREFORE, in consideration of the promises made below, the Parties agree as follows:

### 1. TERM OF AGREEMENT

The term of this Agreement (“Term”) begins upon Customer’s acceptance of this Agreement indicated by electronically signing the Agreement and is ongoing, unless sooner terminated as provided below. Subject to the provisions of this Agreement, Customer has the right to cancel participation in any or all Program options within the GridSavvy Rewards Program at any time.

### 2. CUSTOMER RESPONSIBILITIES

- a. **Choose Program Option(s).** GridSavvy Rewards offers several Program options, which have various goals and may be distinct from one another. The Terms and Conditions specific to this Program option may be found on the SCP GridSavvy Rewards website [www.sonomacleanpower.org/gridsavvy](http://www.sonomacleanpower.org/gridsavvy). By electing to participate in the specified Program option, Customer agrees to abide by the specific Terms and Conditions, as amended and revised from time to time at Sonoma Clean Power’s sole discretion. Customer understands that Sonoma Clean Power may change the number of Program options offered to its Customers over time. Customer acknowledges that GridSavvy Rewards is a program and that Program options and terms and conditions may be added, changed, or removed in whole or in part, including the offering of specific Program options, at any time and for any reason, in Sonoma Clean Power’s sole discretion. SCP will make commercially reasonable efforts to provide notice of such cancellation or modifications by email within ten (10) days of the changes. If a participating Customer does not accept such modified terms, the Customer must email SCP at [programs@sonomacleanpower.org](mailto:programs@sonomacleanpower.org) notice of termination within 10 days, or the participating Customer will be bound by the new modified terms. Participating Customer shall be subject to the latest Program options and terms and conditions as set forth on the SCP GridSavvy Rewards website [www.sonomacleanpower.org/gridsavvy](http://www.sonomacleanpower.org/gridsavvy). Customer is responsible for notifying SCP of any changes to Customer’s current email address to assure timely receipt of Program communication and changes to the Program terms & conditions.

The following definitions are included in the terms and conditions for each Program option:

<p>Equipment Discounts and Incentive Payments for Newly Purchased and Installed Devices</p>	<p>Customer may receive a discount and incentive payment(s) on Equipment purchased through SCP, depending on the selected Program option. Discounts and incentives shall be offered only once per Customer per Program option at SCP’s sole discretion. Discounts and incentives are not available retroactively or for products not purchased through SCP.</p> <p>Sonoma Clean Power reserves the right, in its sole discretion and without notice in advance to withhold all or any portion of payment of Incentive Payments to Customer for Equipment that is not in use at a Sonoma Clean Power electricity service address, or in accordance with Program option terms and conditions.</p>
<p>Bill Credits, Reward Payments, or Daytime Charging Incentives</p>	<p>Bill Credits, Reward Payments, and Daytime Charging Incentives require active enrollment in GridSavvy Rewards by Customer and vary by Program option.</p> <p>Sonoma Clean Power reserves the right, in its sole discretion and without notice in advance to withhold all or any portion of payment of Bill Credits and Reward Payments to Customer for Equipment that is not in use at a Sonoma Clean Power electricity service address, or in accordance with Program option terms and conditions.</p>
<p>Enrollment Incentive for Existing or Already Owned Devices</p>	<p>Customer may receive an Enrollment Incentive upon joining GridSavvy Rewards with an eligible device, depending on the selected Program option. This enrollment Incentive shall be offered only once per Customer and may be discontinued at the discretion of Sonoma Clean Power Program administrators. A Customer is considered enrolled and may receive an Enrollment Incentive once they have met the installation and activation requirements described in terms and conditions.</p>
<p>Energy Saving Event</p>	<p>Sonoma Clean Power Program Administrators determine Energy Saving Event periods where energy use reduction is needed by Customers and notifies Customers and/or sends a signal to Customer Equipment to reduce energy between specified hours.</p>
<p>Flex Alert</p>	<p>A Flex Alert (also “critical event”) is a request made by the California Independent System Operator (CAISO) for consumers to voluntarily conserve electricity during a period of high demand for electricity or a shortage of energy supply, which can reduce grid reliability due to grid stress. Flex Alerts occur most often in the summer afternoon hours when energy resources are unavailable and air conditioners are operating due to high temperatures.</p>

Response to Energy Saving Events	Customer response to Energy Saving Events may be voluntary or automated, depending on the particular Program option. For Customers electing to respond, a minimum response duration may be required, depending on the specific Program option terms and conditions. Subject to Customer Program option selection, Sonoma Clean Power may maintain control over participating program Equipment during or before an Energy Saving Event.
Energy Saving Event Notification	Customer notification of Energy Saving Events vary depending on the specific Program option terms and conditions.
Energy Saving Event Criteria	The criteria for Energy Saving Events is determined at the sole discretion of Sonoma Clean Power and varies by Program option terms and conditions.
Energy Saving Event Period	Energy Saving Events periods may vary by Program option terms and conditions and is determined at the sole discretion of Sonoma Clean Power.
Number of Energy Saving Events	The maximum number of Energy Saving Events called will vary by Program option terms and conditions and is determined at the sole discretion of Sonoma Clean Power.
Term of Participation	The start dates and end dates for participation may vary for each Program option, are subject to change without prior notice, and are determined at the sole discretion of Sonoma Clean Power.
Installed Equipment	Some Program options may require the installation of specific Equipment that can receive signals and be automatically dispatched by Sonoma Clean Power.
Meter Data Access	Customer authorizes Sonoma Clean Power and its Program Administrators access to Customer meter data through the Customer's PG&E meter. Sonoma Clean Power will review the data and verify Customer compliance with the enrollment eligibility requirements of the Program option.
Penalties for Non-Performance	Some Program options may have participation requirements to receive Bill Credits, Rewards Payments, or Participation Incentives; these vary by Program option and are determined at the sole discretion of Sonoma Clean Power.
Customer Right to Withdraw (Cancel)	Customer may withdraw from GridSavvy Rewards or any specific Program option subject to terms of this Agreement and the Terms and Conditions of participation; and Program options may have certain requirements including early termination penalties and required reimbursements, to process Customer withdrawal. If Customer withdraws

	from GridSavvy Rewards, they will no longer receive Bill Credits or Rewards Payments.
Participation in Multiple Programs	Participation in multiple Program options within GridSavvy Rewards is allowed; however, simultaneous participation in other demand response programs offered by entities not part of the GridSavvy Rewards Program is prohibited.

- b. **Limitation on Participation in Multiple Programs.** Customer understands that current regulations prohibit customers from simultaneously participating in multiple demand response programs offered by different entities. Customer may only participate in Sonoma Clean Power GridSavvy Rewards approved Program options. Customer may only be eligible for one incentive per type of technology per Program option. Sonoma Clean Power may deny or cancel program enrollment for any customer simultaneously participating in multiple demand response programs offered by different entities. Customer agrees that Sonoma Clean Power may verify compliance with this prohibition.
- c. **Choice of Demand Response Provider (“DRP”).**
- i. Customer hereby authorizes Sonoma Clean Power or Sonoma Clean Power’s Service Provider as Customer’s DRP. Customer agrees to provide Sonoma Clean Power and provide Sonoma Clean Power’s Service Provider access to Customer’s data provided by Customer to Sonoma Clean Power and/or Sonoma Clean Power’s Service Provider during the course of the Customer’s participation in a Sonoma Clean Power Program Option (“Customer Data”). Customer further consents to Sonoma Clean Power and Sonoma Clean Power’s Service Provider’s use and disclosure of Customer Data, including to third parties, for the purpose of performing this Agreement and implementation and administration of the Program as set forth in Subsection b above and Section 3 below, subject to applicable laws and regulations.
  - ii. Customer hereby agrees to allow Sonoma Clean Power or Sonoma Clean Power’s Service Provider to register Customer’s service account in the California Independent System Operator (“CAISO”) Demand Response Registration System (“DRRS”), and elects Sonoma Clean Power or Sonoma Clean Power’s Service Provider to be the Customer’s wholesale Demand Response Provider (“wholesale DRP”); Customer understands there will be additional communications to Customer regarding the registration in the CAISO DRRS and wholesale market participation, and the specific Program option chosen by Customer. Customer will execute any forms or documents as necessary to acknowledge these elections.
- d. **Participation Requirements.** Customer must meet the following requirements to participate in Sonoma Clean Power’s GridSavvy Rewards:
- i. Customer must take retail energy service from Sonoma Clean Power and, if not the named account holder, be able to represent that Customer possesses the legal authority to act on behalf of the account holder (for example, as a spouse).
  - ii. Customer must not use a prohibited resource that relies on fossil fuels (for example, a small diesel generator) to reduce load during Energy Saving Events. Sonoma Clean Power may cancel program enrollment for any customer utilizing fossil fuel to reduce load during Energy Saving Events. Customer agrees that Sonoma Clean Power may verify compliance with this prohibition.

If Customer fails to meet any of these requirements at any time during the course of participating in a Program option, or revokes its authorization for Service Provider, if applicable, Sonoma Clean Power shall have the right to terminate Customer's participation in the Program option or terminate this Agreement for enrollment in GridSavvy Rewards as provided in Section 5.

### 3. SONOMA CLEAN POWER RESPONSIBILITIES

- a. **Data Collection and Data Privacy.** During Customer's participation in a Program option, Sonoma Clean Power will obtain personal information about Customer, including, but not limited to, name, address, email, phone number; and electric meter data (the "Collected Data").

Collected Data shall be used solely in connection with the administration, operation and evaluation of the Program option.

Sonoma Clean Power may use the Collected Data to assist with enrolling Customers in Program options, providing incentives to Customers, enabling GridSavvy resource participation in wholesale markets, and conducting research on the effectiveness and results of the Program options.

Sonoma Clean Power may share the Collected Data with Sonoma Clean Power Provider and non-affiliated companies that provide services related to a Program option on its behalf. SCP may further share Customer Data with other third parties as necessary to ensure compliance with this Agreement, including Section 2(b). These companies shall be contractually obligated to keep the Collected Data confidential and to use such information only to provide the services requested by Sonoma Clean Power and its partners.

- b. **Consideration to Customer.** Sonoma Clean Power may, at its discretion, provide Customer with an incentive as consideration for entering into this Agreement. At Sonoma Clean Power's discretion, this incentive may be monetary, a technology or device incentive, a bill credit, or it may take some other form. The type of incentive may also depend on the specific Program option selected by the Customer. On-going incentives, such as bill credits, may be terminated by Sonoma Clean Power at any time and without notice to Customer.

### 4. LIMITATION OF LIABILITY

Participation in Program options by Customer may require Customer to install or use equipment (such as "grid-enabled" electric vehicle chargers, Internet-connected thermostats, or other devices). Customer understands and agrees that Sonoma Clean Power does not guarantee or warranty any such equipment, and shall have no liability to Customer or any third party for any property damage or personal injury, including death, arising out of Customer's ownership or use of such equipment. Refusal to install and/or use such required equipment constitutes breach of this Agreement and Sonoma Clean Power may terminate this Agreement as a result.

SCP, nor any of its members, employees, and Service Providers or agents are or will be responsible or liable to a participating Customer or any third party for any indirect, incidental, consequential, special, exemplary, punitive, or other damages arising out of or relating in any way

to the GridSavvy Rewards Program. SCP and its members, employees, and agents shall have no liability for, and are released of any liability from, any and all damages resulting from the Customer's installation, use, and program performance, or the performance of the equipment provided, recommended or required in the course of the parties' performance of this Agreement. SCP disclaims all warranties, including but not limited to any warranties of merchantability, fitness for a particular purpose or non-infringement. SCP specifically makes no endorsements, representations, guarantees, or warranties, express or implied, about the effectiveness or performance of any Program options, or participating contractors, or the suitability or performance of equipment. It is the Customer's sole responsibility to determine whether a contractor or equipment is suitable for their project.

## **5. PERMITTING AND PREVAILING WAGES**

Customer acknowledges that installation of some equipment requires a permit by local ordinance, and that Customer accepts all responsibility for obtaining such permits when required. Customer further agrees to comply with all applicable laws and requirements, including the payment of prevailing wages if required. Participant shall defend, indemnify and hold SCP harmless from its failure to comply with such laws or its obligations under this Agreement.

## **6. INDEMNIFICATION**

Customer agrees to indemnify, defend, and hold harmless Sonoma Clean Power from any claims for personal injury or property damage arising out of the use or ownership of any equipment in the course of the participation of this Program.

## **7. RESTRICTIONS**

In connection with Customer's participation in the GridSavvy Rewards Program, Customer agrees that they will not:

- a. Use the Program for any unlawful purpose;
- b. Take any action that imposes or may impose (in SCP's sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure or that otherwise interferes with the proper working of the Program;
- c. Infringe or violate the intellectual property rights or any other rights of SCP, and its members, employees, and agents;
- d. Use the Program in a manner that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- e. Jeopardize the security of their account or anyone else's (such as allowing someone else to log in to their account as them); or
- f. Decompile, reverse engineer, or otherwise attempt to obtain the source code, underlying ideas, or information relating to the Program.

A violation of any of the foregoing is grounds for termination of a Customer's right to use or access the Program.

## **8. TERMINATION**

Customer may cancel or terminate participation with an electric vehicle in GridSavvy Rewards at any time without penalty. Customer understands that the processing of the termination of the Customer's service account registration in the CAISO DRRS is not immediate. Upon notification

of termination of this Agreement or cancellation of participation, Sonoma Clean Power will initiate the CAISO process to terminate Customer's service account registration in the DRRS.

Sonoma Clean Power reserves the right, at any time and at its sole discretion, to change the terms and conditions of any Program option, to eliminate any Program option, or to cancel the GridSavvy Rewards Program, in whole or in part, without liability. If Sonoma Clean Power elects to cancel the GridSavvy Rewards Program, this Agreement shall terminate automatically. SCP will make commercially reasonable efforts to provide notice of such termination or modification by email upon ten (10) days of termination. In the case of program modification, if a participating Customer does not accept such modified terms, the Customer must email SCP a notice of termination within 10 days, or the participating Customer will be bound by the new modified terms. Participating Customer shall be subject to the latest Program Options and terms and conditions as set forth on the SCP GridSavvy Rewards website [www.sonomacleanpower.org/programs/gridsavvy](http://www.sonomacleanpower.org/programs/gridsavvy). Customer is responsible for assuring that SCP has been notified of any changes to Customer's current email address to assure timely receipt of Program communication and changes to the Program terms & conditions.

Sonoma Clean Power may also terminate this Agreement upon seven (7) days' written notice due to Customer's material or repeated breach of any term or condition of any Program option.

## **9. ASSIGNMENT**

This Agreement is personal to Customer. Customer may not assign or transfer rights or delegate obligations under this Agreement without notice to and written approval of Sonoma Clean Power, which may be approved or denied solely at the discretion of Sonoma Clean Power.

Sonoma Clean Power may assign all or any portion of the Agreement to a Service Provider.

## **10. SEVERABILITY**

If any terms or conditions herein are determined to be invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction then such term shall be enforced only to the extent it is enforceable and the remaining terms shall survive and remain in full force and effect and continue to be binding and enforceable.

## **11. WAIVER**

No waiver of any term or condition, whether by conduct or otherwise shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition herein. No waiver shall be binding unless executed in writing by SCP.

## **12. LAW AND VENUE**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, with venue in Sonoma County without reference to its principles on conflicts of laws. Customer agrees that, regardless of any statute or law to the contrary, it must file any such claim or cause of action within one year after such claim or cause of action arose or be forever barred.

### 13. FORCE MAJEURE

Neither Party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including, without limitation, acts of God; acts or omissions of governmental authorities; strikes, lockouts, or other industrial disturbances; acts of public enemy; weather; wars; acts or threats of terrorism; blockades; riots; civil disturbances; epidemics; floods; hurricanes; tornadoes; fire; storms; explosions; and any other similar events, acts, or omissions beyond the control of the Parties (a Force Majeure Event).

### 14. COMPLAINT PROCESS

If Customer has a complaint of any kind, Customer may contact Sonoma Clean Power at 1-855-202-2139, or the California Public Utilities Commission Consumer Affairs Branch at 1-866-849-8390 (toll free) or 1-415-703-2074. For complaints to the California Public Utilities Commission (CPUC), Customer understands that the dispute will be resolved in accordance with CPUC Rules of Practice and Procedure as applicable (additional information here: <https://www.cpuc.ca.gov/consumer-support/file-a-complaint/complaints-about-cpuc/>).

**I understand** and acknowledge that Equipment must be installed and connected to the Internet for any one-time payments and participation in GridSavvy Rewards.

**I understand** and acknowledge that connecting Equipment to an electric appliance (for example, a smart thermostat must be connected to central air conditioning) is required for any one-time payments and participation in GridSavvy Rewards.

**I understand** and acknowledge that the requirements above will be confirmed and monitored, and that my household will be ineligible for one-time payments and ongoing credits if I do not meet these requirements.

**I understand** and acknowledge that any installation costs are my responsibility, and they will not be reimbursed by Sonoma Clean Power. Battery storage and electric vehicle charging equipment generally needs to be installed by an electrician and may require household electricity upgrades. Programmable thermostats may require an electrician as well, depending on the existing home wiring.

I have reviewed and accept the agreement above and the applicable terms and conditions for the program option I intend to participate in and I would like to enroll in the Program as described.