

SCP Rewards: Electric Vehicle Charger Equipment Terms and Conditions

Participation in Sonoma Clean Power (“SCP”) Rewards (“Program”) Electric vehicle charger option (“EV Charger Equipment”) is legally bound by the following terms and conditions. Participating customers agree to comply with these terms and conditions and certify that they are eligible to participate in the Program. These terms and conditions do not alter any other terms for other programs or services the participating customers receive from SCP.

1. Only current SCP electric customers with an active electricity account (“Customers”) are eligible to participate in the Program and receive energy savings payments, equipment incentives, and bill credits. Participating Customers must have a PG&E SmartMeter™ and must not be enrolled in another demand response program outside of the Program options.
2. The Program compensates Customers for reducing energy use during specific times of year and day. SCP determines the times of these periods of energy use reduction and will notify the Customer of these events (“Energy Saving Event”).
 - a. SCP, or its designated service provider or agents, may issue Energy Saving Event notifications through a signal directly to EV Charger Equipment. The signal will reduce the power of or turn off electric vehicle (“EV”) charging until after the Energy Saving Event has concluded. Customer may override the Energy Saving Event and charge their vehicle by initiating a charging session through their vehicle, charger, or associated app specific to their charger. For more information on how SCP will communicate events and how a Customer may override Energy Savings Events, see the Program FAQs at: www.sonomacleanpower.org/rewards.
 - b. Energy Saving Events are determined at SCP’s sole discretion, may last up to four (4) hours in duration, and may occur at any time during the day and year (though most likely to occur during summer months from 4-9 p.m.). The total sum of Energy Saving Events will not exceed 120 hours annually, or more than 30 events per year, or 3 events per week.
 - c. Additional statewide Flex Alert Energy Saving Events may be issued in response to a Flex Alert requested by the California Independent System Operator (CAISO). A Flex Alert is issued when the demand for electricity is anticipated to exceed supply which can cause stress to the electricity grid and affect grid reliability. These events may last up to 5 hours and happen over consecutive days, which exceed the typical event thresholds defined for Energy Saving Events.
 - d. Energy Saving Events and Flex Alert Energy Saving Events are voluntary and there are no penalties for not participating.
3. Customers enrolled in the EV Charger Equipment option of the Program may participate in multiple Program options simultaneously. Please see the Program website www.sonomacleanpower.org/rewards to view all Program options. For Customers also

participating in Alerts, Reward Payments received will be less any monthly bill credits (“Bill Credits”) received from another Program option.

4. A Customer may own an eligible piece of Program equipment (“Equipment”) (not purchased through SCP), which they may enroll in the Program to earn Bill Credits and additional incentives as available. Eligible equipment will be listed on the SCP Rewards website www.sonomacleanpower.org/rewards.
5. If the Customer purchases Equipment through SCP, a point-of-sale (POS) Discount may be applied, and the Customer is responsible for paying the remaining amount due for the EV Charger Equipment cost plus shipping and tax. The Customer may be provided an Incentive Payment by SCP once the EV Charger Equipment has been enrolled in the EV Charger Equipment option, connected to the internet through a wireless connection (“Wi-Fi”), and activated.
 - b. Once the EV Charger Equipment is installed, activated, and enrolled in the Program, SCP will issue an incentive payment (“Incentive Payment”) by check to the Customer in an amount defined by SCP.
 - i. “Incentive Payment” does **NOT** cover any installation costs.
 - ii. “Activated” is defined as a charger being connected to Wi-Fi and a minimum of one (1) charging session logged.
 - iii. The amount and availability of the Incentive Payment is subject to change. The Incentive Payment amount is determined based on the defined amount applicable at the time the device is enrolled and activated.
 - iv. All enrollment requirements must be met within 6 months of the date of purchase to qualify for the Incentive Payment.
6. Upon confirmation of the Customer accepting the SCP Rewards Participation Agreement and enrolling in the Program, SCP will issue the Customer an ongoing Bill Credit on their electricity bill so long as the terms and conditions of the Program, including the EV Charger Equipment option, are met. Depending on billing cycles, it may take up to 3 months to apply the Bill Credit.
7. For Customers participating in the EV Charger Equipment option, the Bill Credit will be discontinued unless the customer completes a minimum of twelve (12) charging sessions between May 1 and October 31.
8. For any EV Charger Equipment a Customer purchases through SCP or enrolls in the Program, SCP reserves the right to collect, receive, view, and utilize data recorded by the EV Charger Equipment, even if the Customer has not enrolled in on-going Program activities. Such data may include, but is not limited to, kilowatt-hour (kWh) usage data per session and for each month, Global Positioning System (GPS) data, Vehicle Identification Number(s) (VIN), device ID, session ID, start and end times, charging station information, charging duration times, session duration times, and any other data recorded by the EV Charger Equipment. The data collected and shared by the EV Charger Equipment does not include personal identifying information, such as name or credit card information. SCP explicitly retains the right to maintain and utilize the data in any capacity SCP deems fit,

including but not limited to submitting the data to the California Air Resources Board (CARB) or contractors representing SCP at the CARB. SCP does not sell the information described in this section to third parties for commercial purposes.

9. Restrictions. In connection with Customer's participation in the Program, Customer agrees that they will not:
 - b. Use the Program for any unlawful purpose;
 - c. 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;
 - d. Infringe or violate the intellectual property rights or any other rights of SCP, and its members, employees, Service Provider, or agents;
 - e. Use the Program in a manner that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
 - f. Jeopardize the security of their account or anyone else's (such as allowing someone else to log in to their account as them); or
 - g. Decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or 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.

10. Equipment discounts and Incentive Payments are available while program funds and Equipment inventories last.
11. The Customer is solely responsible for Equipment installation and installation costs.
12. For information regarding returns or manufacturer warranty repairs/replacements associated with Equipment ordered through SCP, please contact info@sonomacleanpower.org. SCP follows the product manufacturer's return and warranty policies, which are subject to change. SCP does not manufacture any of the Equipment and makes no representations, guarantees, or warranties, express or implied, about the Equipment, and is not responsible for the performance of the Equipment. SCP is not responsible for repairs/replacements for Equipment sold or purchased from outside of the SCP website.
13. SCP reserves the right to withhold Incentive Payments and recover the amount of any Incentive Payments or discounts already issued for any Equipment installed outside of the SCP electric account service address or for any Customers deemed to be violating the terms, conditions, and restrictions of the program.
14. It is the Customer's sole responsibility to determine the suitability of any Equipment to their needs, and to ensure that they understand the limitations of any warranty or guarantee provided by the manufacturer.

15. Limitation of Liability. Participation in Program options by Customer may require Customer to install or use “grid-enabled” electric vehicle chargers. Customer understands and agrees that SCP does not guarantee or warrant any such grid-enabled equipment. SCP 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. SCP, nor any of its members, employees, implementers, Service Provider, or agents are responsible or liable to the participating Customers, or to any third party for any indirect, incidental, consequential, special, exemplary, punitive or other damages (including, without limitation, damages for loss of business, loss of data, or lost profits) arising out of or relating in any way to the Program. SCP and its members, employees, Service Provider, or agents are released from any liability, and any and all damages resulting from the Customer’s installation, use, and program performance of the Equipment provided.

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 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.

16. In no way does this release the Equipment manufacturer from its obligations under any warranty or guaranty provided by the manufacturer.

17. Enrollment and participation in the Programs requires the Customer to agree to the SCP Rewards Participation Agreement. More information is available in the SCP Rewards Participation Agreement and FAQs at www.sonomacleanpower.org/rewards.

18. Equipment Incentives, Equipment Discounts, Bill Credits, and/or Reward Payments are subject to change.

- b. Incentive Payments are only available for Equipment purchased through SCP or qualifying existing equipment.
- c. Bill Credits are available for Customers who enroll in EV Charger Equipment and allow SCP, or SCP’s designated Service Provider, or agents, to directly control their Equipment in response to Energy Saving Events. Bill Credits will appear on the Customer’s monthly electricity bill in accordance with the Customer’s chosen Program option(s).
 - i. The Bill Credit is \$5/month.
 - ii. There is a \$5 per month maximum Bill Credit for Program participation, regardless of number and type of Equipment and number and type of Program options chosen.
 - iii. SCP reserves the right to withhold Bill Credits and unenroll Customer from the Program or any option if Customer does not participate in or overrides more than three (3) consecutive Energy Saving Events.

19. Program terms and conditions are subject to change without prior notice. Customers will be notified via email within ten (10) days of any updates to the Program terms and conditions. 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. Any updates to Program terms and conditions will also be available on the SCP Rewards website www.sonomacleanpower.org/rewards.
20. Collection and Use of Customer Data. By participating in the Program, the Customer authorizes SCP to share certain information and customer data with the Service Provider or agents, about their Equipment, energy usage, and associated account and billing data. All Service Provider or agents are required to sign non-disclosure agreements and required to comply with California Public Utilities Commission Decision 12-08-045 and associated regulatory authority pertaining to customer privacy protections. This data is used to verify that Customers are eligible to participate in the Program and to evaluate historical energy use and energy use during Energy Saving Events. SCP will handle the collection and use of Customer data in compliance with its privacy policy. Customer agrees to provide access to its data during the entirety of the Customer's participation in a Program option.
21. 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 SCP, which may be approved or denied solely at the discretion of SCP. SCP may assign all or any portion of the Agreement to a Service Provider or agents.
22. Indemnification. Customer agrees to indemnify, defend, and hold harmless SCP from any claims for personal injury or property damage arising out of the use or ownership of such equipment.
23. 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.
24. 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.
25. 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).
26. 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.

For more information, please contact SCP by email at info@sonomacleanpower.org.

///End of SCP Rewards Electric Vehicle Charger Equipment Terms and Conditions///