

SCP Rewards: Electric Vehicle Terms and Conditions

Participation in Sonoma Clean Power (“SCP”) Rewards (“Program”) Electric Vehicle option (“Electric Vehicle” or “EV”) is legally bound by the following terms and conditions. The Program compensates SCP customers (“Customers”) whose application to enroll eligible EVs, or EV chargers is accepted by SCP, to be managed remotely at a regular private charging location (such as a home or workplace). 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 are eligible to participate in the Program and receive enrollment incentives and bill credits (“Incentive Payments”). Participating Customers must have a PG&E SmartMeter™ and must not be enrolled in another demand response program outside of the Program options.
2. In order to participate in the Program, Customers must download and use a mobile application (“App”) made available by SCP or its designated program implementer (“Service Provider”). The App is subject to updates and modifications and is owned and operated by the Service Provider. SCP is not a party to the Customer agreement with the Service Provider, makes no representations or warranties regarding the App, and disclaims all liability resulting from use of App. The Customer must agree to the terms of service and privacy policy of the Service Provider in order to use the App. The policy and terms of service may be found at www.ev.energy/terms and www.ev.energy/privacy respectively and are subject to changes.
3. Upon enrolling their eligible EV or EV charger in the Program and completing at least one successful smart charge managed by the Service Provider, SCP may provide a one-time enrollment Incentive Payment to the participating Customer. There is a limit of one enrollment incentive per Customer. This Incentive Payment will be paid through payment mechanisms supported by SCP or its Service Provider, which may include, but are not limited to, check, bill credit, Venmo, PayPal, or other equivalent payment platforms. Incentive Payment mechanisms are subject to change and payments may be discontinued at SCP’s sole discretion.
 - a. Customers who complete at least three successful smart charges in the Program per calendar month at their registered location may receive a monthly Incentive Payment of \$10. This incentive will be issued through SCP’s designated payment systems and may be administered by SCP or its Service Provider, using then-available payment channels.

- b. 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.
- 4. Customers enrolled in the EV 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 enrolled with Alerts and EVs, reward payments earned through Alerts can be stacked with Incentive Payments earned through the EV Program option. SCP reserves the right to automatically enroll participating Customers in available publicly funded programs that align with the Program.
- 5. Incentive Payments are only available while program funds last and SCP may discontinue the Program or change the amount of Incentive Payments at any time without notice for future participating Customers.
- 6. SCP reserves the right to withhold Incentive Payments and recover the amount of any Incentive Payments already issued for any equipment installed outside of the SCP service territory, electric account service address, or for any Customer deemed to be violating the terms, conditions, and restrictions of the program.
- 7. Enrollment incentives and/or Incentive Payments are subject to change.
 - a. Enrollment incentives are only available for eligible EVs or EV chargers to participating Customers.
 - b. Participation Incentives are available for Customers who enroll in the Program and allow SCP, or SCP's designated Service Provider, or agents, to directly control their EVs or EV chargers to optimize charging within the Customers managed charging schedule and in response to Flex Alert Energy Saving Events.
- 8. The Customer is responsible for any income taxes and other applicable taxes that may apply for amounts received under this Program.
- 9. The Customer is solely responsible for purchasing, maintaining and using at their own expense all utility, wireless connection ("Wi-Fi"), access to the internet, communications and other equipment and devices necessary to participate in the Program.
- 10. The Customer is solely responsible for equipment installation and installation costs where applicable.
- 11. It is the Customers 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.

12. In no way do these terms release the Equipment manufacturer from its obligations under any warranty or guaranty provided by the manufacturer.
13. Enrollment and participation in the Program requires the Customer to agree to the Program Participation Agreement. More information regarding the Program is available in the Program Participation Agreement and FAQs at www.sonomacleanpower.org/rewards. In the event of any conflict with these terms and conditions and the Participation Agreement, the Participation Agreement shall apply.
14. SCP Rewards 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 Customers current email address to assure timely receipt of Program communication and changes to the Program terms and conditions. Any updates to Program's terms and conditions will also be available on the Program's website www.sonomacleanpower.org/rewards.
15. Collection and Use of Customer Data. By participating in the Program, the Customer authorizes SCP and the Service Provider to access data from the Customer's connected hardware (vehicle telematics and/or smart charger), including but not limited to vehicle make/model, charger make, charger serial number, energy and charge reporting, GPS vehicle tracking, and similar data ("Collected Data") and sharing Collected Data with the Service Provider for the sole purposes of evaluating and conducting the Program. Collected Data may be aggregated and submitted by SCP to the California Air Resources Board ("CARB") to leverage Low Carbon Fuel Standard ("LCFS") crediting in order to reinvest back into transportation electrification efforts. SCP may also submit Customer's Department of Motor Vehicles ("DMV") data (such as vehicle identification number) to CARB for the purposes of LCFS crediting.

Customer consents to SCP accessing, using, disclosing and sharing Collected Data with SCP's Service Provider and third parties for the purposes of determining eligibility in the Program. Subject to applicable laws, Customer consents to SCP and the Service Provider accessing, using, disclosing and sharing Collected Data for the purposes of performing their obligations under the Participation Agreement and applicable law, including improving the Program.

SCP and the Service Provider will use Collected Data to send emails and other notifications related to the Program, including emails regarding enrollment status. Messaging and data charges may apply. SCP's access, use, and sharing of Collected Data in connection with this Program are subject to the SCP's Privacy Policy available at www.sonomacleanpower.org/privacy-policy. The Customer may revoke this consent by providing written notice to energysolutions@sonomacleanpower.org. However, such revocation will be deemed to be a request to withdraw from the Program. The Service Provider's access, use, and sharing of Collected Data in connection with this Program are subject to the Service Provider's Privacy Policy available at www.ev.energy/privacy.

All Service Providers 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. Collected Data is used to verify that Customers are eligible to participate in the Program and to evaluate historical energy use and energy use during Flex Alert Energy Saving Events. SCP will handle the collection and use of Collected Data in compliance with its privacy policy. Customer agrees to provide access to its data during the entirety of the Customer's participation in an SCP Program option.

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

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