

TERMS AND CONDITIONS OF CLEAN POWER ALLIANCE'S EV SMARTCHARGE PROGRAM ("Terms and Conditions")¹

As of January 16th, 2025

Welcome to Clean Power Alliance of Southern California's ("CPA") EV SmartCharge Program (the "Program") managed by Ev.Energy Corp. ("ev.energy").

1. Program Eligibility:

Individuals that meet the following eligibility requirements may participate in the Program (hereafter referred to as a "Participant"):

- a. General. Participants must meet the following eligibility requirements to participate in the Program:
 - i. You must be a CPA electricity account holder on a residential rate for the duration of the Program.
 - ii. You must have one or more compatible equipment accessible via a wireless network at the account service location: electric vehicles ("EV"), plug-in hybrid electric vehicles ("PHEV"), or electric vehicle home chargers, collectively referred to as "Equipment." Please refer to the compatible Equipment list here: <https://cleanpoweralliance.org/evsmartcharge/#eligibility>
 - iii. You must download and use an application ("Application") developed by ev.energy.
 - iv. You must be at least eighteen (18) years old.
 - v. The service account must be serviced by a Southern California Edison ("SCE")-approved smart meter ("Smart Meter").
 - vi. Your account may not be enrolled in CPA's Power Response Smart Home Program with an eligible EV charger. Customers with EV charging devices enrolled in Power Response Smart Home must disenroll prior to enrolling in the CPA EV SmartCharge.
 - vii. You must agree to and comply with these Terms and Conditions.
- b. Eligibility Determination: CPA will make a final determination of your eligibility to participate in the Program at its sole discretion.

2. Customer Agreements

You agree to participate in the Program and to comply with these Terms and Conditions, and you agree to allow ev.energy to coordinate with you and, as applicable, the manufacturers of your enrolled Equipment and to access personally identifiable information to remotely optimize your vehicle charging during the term of the Program, from January 16, 2025, to September 8, 2027, as may be extended from time to time (the "Term"). You agree to keep your Equipment operational and connected to the wireless network of your residence when charging at home during the Term at your sole cost and expense. As a Participant in the Program, you acknowledge and agree that your use of your Equipment and your participation in the Program are subject to these Terms and Conditions as they are amended from time to time.

3. Program Participation

The Program will provide managed EV charging service for CPA residential customers who charge their vehicle at their residence within CPA service territory. Participants enrolled in the Program authorize ev.energy to charge all enrolled vehicles on an optimized charging schedule designed to have the vehicle charged when needed and charged at time periods when energy costs less for both the participant and for CPA.

¹ These Terms and Conditions may be revised from time to time at CPA's discretion.

Participants are solely responsible for purchasing, maintaining, and using, at their own expense, all utilities (such as electricity), Wi-Fi, internet access, communications, and any other equipment or devices necessary to participate in the Program.

In order to participate in the Program, participants must download and use an Application developed by ev.energy. Participant acknowledges and confirms that any information or response they will provide in the Application (such as their name, e-mail, home address, vehicle make/model, and EV charger type) is accurate and will remain accurate throughout their participation in the Program. If there are any changes to such information, Participant will promptly provide notice of the updated information by emailing cleanpoweralliance@ev.energy or by updating such information in the Application.

The Application is periodically updated and ev.energy retains sole responsibility for its development, maintenance, and operation. CPA is not a party to the agreement between you and ev.energy regarding the Application, and CPA makes no representations, warranties, or guarantees regarding the Application. CPA disclaims all liability for any issues arising from the use or performance of the Application, including but not limited to technical problems, data privacy concerns, or any other consequences associated with the use of the Application.

By using the Application, you agree to comply with ev.energy's Terms of Service and Privacy Policy, which govern your use of the Application. These Terms of Service and Privacy Policy may be updated from time to time. You acknowledge that it is your responsibility to review them regularly. The most current versions can be found at <https://ev.energy/terms-of-use/> and <https://ev.energy/privacy-policy/>.

Your participation in the Program is contingent on agreeing to and abiding by these Terms of Service and Privacy Policy. If you do not agree to these terms, you are not authorized to use the Application or participate in the Program.

4. Incentives

You acknowledge that CPA may receive all credits, rebates, environmental attributes, solar renewable energy credits, low carbon fuel standard credits, or other payments or offsets (the "Benefits") that are attributable to the Program. All Benefits will be the sole property of and transferable by CPA.

In exchange for your participation in the Program with eligible Equipment, the following incentives are offered (the "Incentives"):

- a. Enrollment Incentive: Participants in the EV SmartCharge Program will receive an incentive ("Enrollment Incentive") for signing up in an amount depending on the type of vehicle or charger they are enrolling in the Program. Enrollment Incentives are paid by the 15th of the month following the one they are earned in. Enrollment Incentives will appear in the Application immediately after completing your first smart charge. Participants shall be eligible for one of the following Enrollment Incentives if they have met all eligibility conditions specified in Section 1 above:
 - i. Battery Electric Vehicle: \$100
 - ii. Plug-In Hybrid Electric Vehicle: \$50
 - iii. EV Home Charger: \$100
- b. Participation Incentive: If you participate in the EV SmartCharge Program using an eligible vehicle or charger, you are eligible to receive a \$5 monthly incentive ("Participation Incentive"). To qualify for the monthly Participation Incentive, you must complete five smart charging sessions at home in one month. Monthly Participation Incentive payments will be processed and added to your Application by the 15th of the following month.
- c. Terms Applicable to Incentive Payment:
 - i. All Incentives will be distributed via PayPal or Venmo, to the preferred payment method entered in Application. If no PayPal or Venmo account exists, Incentives will be paid by VISA gift card once 3 months of Incentives have been accrued.

- ii. The Incentives will not be exchangeable for cash, SCE statement credit, or CPA statement credit. You are solely responsible for compliance with federal, state, and local tax and other laws, and any costs associated with accepting and using the Incentive. CPA may elect to change the form and/or the amount of the Incentive at any time, at its sole discretion.
- iii. You may participate with more than one eligible vehicle or charger per home address. Participants are eligible to receive Incentives for each enrolled vehicle or charger, however Incentives cannot be earned more than once per vehicle charging set up.
- iv. If you suspend or terminate your participation in the Program for any reason during the Term, including by disconnecting the Equipment, you will be ineligible to receive any accrued or subsequent Incentives.
- v. CPA reserves the right to make changes to the Program, including the amount and nature of Incentives, from time to time at its sole discretion. In such cases, you will be notified via email at the address on file with CPA and will have the option to terminate your participation in the Program.

5. Participation Costs

There is no direct cost to you to participate in the Program. You are responsible for purchasing your own Equipment and providing Wi-Fi internet services.

6. Program Withdrawal

You may withdraw enrollment at any time without financial penalty by contacting CPA's EV SmartCharge customer support at cleanpoweralliance@ev.energy or by disabling the Application in the settings page of the Application.

A Participant may be removed from the Program if a Participant does not comply with the Terms & Conditions, no longer meets the eligibility requirements for the Program, or if CPA determines that a participant is no longer actively participating in the Program.

7. Termination

CPA may suspend this Program or terminate your participation in this Program at any time at CPA's sole discretion.

8. Communications

By enrolling in this Program, you agree to be contacted by CPA through any method specified. You are responsible for keeping your email address updated with CPA by emailing the Program's customer support team, managed by ev.energy, at cleanpoweralliance@ev.energy. In the event that your email address has changed, is not functioning properly, or is no longer valid, you might not receive Program communications.

You may unsubscribe from Program communications by emailing the Program's customer support team, managed by ev.energy, at cleanpoweralliance@ev.energy. Unsubscribing from Program communications may prevent completion of an enrollment or result in unenrollment from the Program.

9. Disclaimer

Ev.energy and CPA make no representations or warranties with respect to the Program or ev.energy's and CPA's services hereunder, and ev.energy and CPA expressly disclaim any and all representations and warranties, express or implied, with respect to the same, including, without limitation, merchantability and fitness for a particular purpose.

10. Indemnity; Limitation of Claims

Except to the extent prohibited under applicable law, you hereby release CPA and ev.energy and each of their affiliated entities and their respective directors, officers, employees, members, agents, volunteers, and representatives (collectively, the "Indemnitees") from, and agree to defend, indemnify, and hold harmless the Indemnitees from and

against, all claims, damages, losses, liability, costs, and expenses (including attorneys' fees) arising out of any violation of these Terms and Conditions by you. CPA and ev.energy reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with CPA's and/or ev.energy's defense of those claims.

For disputes, you must contact ev.energy within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute, or you waive the right to pursue any claim based upon such event, facts, or dispute.

Claims against CPA are subject to the California Government Tort Claims Act, California Government Code section 900 et seq., including that Act's presentation of claims procedures.

11. Collection of Participant Data

Participant consents to ev.energy accessing data from the Participant'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 ev.energy for the sole purposes of evaluating and conducting the Program.

Participant will cooperate in good faith with CPA and ev.energy in performing evaluation, measurement and verification ("EM&V") of the Program. Data collected from Participants will be used to evaluate the Program and for future planning purposes, including, but not limited to, assessing user experience, measuring potential retail bill savings to customers, avoiding energy supply costs to CPA, and reducing emissions. Additionally, CPA, or ev.energy on CPA's behalf, may request that Participants complete surveys during and after the conclusion of the Program. By participating in such surveys, you understand and agree that CPA may use and publicize quotes from Participant surveys in promotional materials.

12. Data Usage

By participating in the Program, you are permitting ev.energy to share data about your account and your Equipment with CPA. This data ("Data") may include, but is not limited to, email, address, telemetry, and Collected Data.

Likewise, by participating in the Program, you are permitting CPA to share necessary customer information including name, account details, contact information, and premise location required to enroll and participate in the Program, with ev.energy, which information ev.energy shall keep confidential.

Collected Data may be aggregated and submitted by CPA to the California Air Resources Board ("CARB") to leverage Low Carbon Fuel Standard ("LCFS") crediting. CPA may also submit Participant's DMV data (such as vehicle identification number) to CARB for the purposes of LCFS crediting. CPA will handle any such Collected Data in compliance with its Privacy Policy². Ev.energy's handling of such Data is as set forth in the Terms of Service³ and Privacy Policy⁴ of ev.energy.

13. Data Disclosure

Ev.energy will not disclose Data to any third parties other than in furtherance of the above purposes and in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been de-identified); (2) in order to provide ev.energy products or services to you (including working with third-party service providers who may assist ev.energy in collecting, hosting, maintaining, analyzing, or otherwise processing Data for ev.energy); (3) if required to do so by any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if ev.energy believes, in good faith, disclosure is appropriate or necessary to (a) take precautions against its own liability, (b) protect ev.energy or others from fraudulent, abusive, or unlawful uses or activity, (c) investigate

² <https://cleanpoweralliance.org/privacy-policy/>

³ <https://www.ev.energy/terms>

⁴ <https://www.ev.energy/privacy>

or defend against any third-party claims or allegations, (d) protect the security or integrity of ev.energy services and any facilities or equipment used to make such services available, or (e) protect ev.energy property or other legal rights (including, but not limited to, enforcement of ev.energy agreements), or the rights, property, or safety of others; (5) to ev.energy's permitted assignees, affiliates, lenders, and insurers; (6) disclosure to contractors, service providers, and other third parties ev.energy uses to support its business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which ev.energy discloses it to them; and (7) for any purpose for which you have provided your express consent.

14. Waiver

By accepting these Terms and Conditions, you hereby waive the right to a trial by jury or to participate in any class action or representative proceeding, and you agree that any dispute, claim, or controversy arising out of or relating to these Terms and Conditions including any breach, termination, enforcement, interpretation, or validity thereof shall be submitted to final and binding arbitration in Los Angeles County, California. The dispute shall be submitted to arbitration in accordance with the laws of the State of California, Cal. Code Civ. Proc. sec. 1280, et seq. or any other rules that the parties mutually agree to in writing. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

15. Attorneys' Fees and Costs

If either you, CPA, or ev.energy initiates any legal proceeding to enforce its rights under these Terms and Conditions, the prevailing party shall be entitled to an award of reasonable attorneys' fees, reasonable expert fees, and costs and expenses actually incurred.

16. Governing Law

These Terms and Conditions are governed by and construed under the laws of the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. You, CPA, and ev.energy hereby submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Los Angeles County, California for resolution of any lawsuit or court proceeding permitted under these Terms and Conditions.

You agree that, regardless of any statute or law to the contrary, you must file any such claim or cause of action within one (1) year after such claim or cause of action arose or be forever barred.

17. Limitation of Liability

NEITHER (A) CPA, (B) EV.ENERGY, NOR (C) ANY OF THEIR RESPECTIVE MEMBERS, AGENTS, DIRECTORS, OR EMPLOYEES ("CPA RELEASES") ARE OR WILL BE RESPONSIBLE OR LIABLE TO YOU 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), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE PROGRAM. WITHOUT LIMITING THE FOREGOING, THE MAXIMUM LIABILITY OF THE CPA RELEASES FOR ANY DIRECT DAMAGES IN THE AGGREGATE WILL NOT EXCEED \$100.

For more information, contact the CPA EV SmartCharge Program by email at: cleanpoweralliance@ev.energy.

These CPA EV SmartCharge Program Terms and Conditions are subject to change based on CPA's sole discretion.