

**TERMS AND CONDITIONS OF CLEAN POWER ALLIANCE'S POWER RESPONSE PROGRAM
Residential Program Participants ("Terms and Conditions")¹**

As of June 9, 2025

Welcome to Clean Power Alliance of Southern California's ("CPA") Power Response Program ("the Program"), managed by Uplight, Inc., a Delaware corporation ("Uplight"). The Program has two components: (1) Power Response Smart Home; or (2) Power Response Home. Customers may not participate in more than one component.

1. Program Eligibility:

You must meet the following eligibility requirements to participate in the Program:

- a. General. Participants must meet the following eligibility requirements to participate in the Program:
 - i. For all Program components (Power Response Smart Home and Power Response Home), you must be a CPA electricity account holder on a residential rate for the duration of the Program.
 - ii. A valid email is required for program participation. If an email is not available, you may not be eligible to participate in the Program.
 - iii. Customers on Medical Baseline discount are not eligible for the Program.
 - 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 SCE's Summer Discount Program ("SDP"), other SCE Demand Response ("DR") programs, or any other third-party DR programs. Customers enrolled in any of these programs must disenroll prior to enrolling in the CPA Power Response Program.
 - vii. You must agree to and comply with these Terms and Conditions.
- b. Power Response Smart Home Additional Requirements: To participate in Power Response Smart Home, you must have one or more of the following devices, accessible via a wireless network at the account service location: Google Nest smart thermostat, ecobee smart thermostat, Sensi thermostat, ChargePoint Home Flex EV charger, Wallbox Pulsar Charger, or SolarEdge Home Battery, collectively referred to as Devices; provided that only Participants that enrolled on or prior to December 31st, 2024 with their ChargePoint Home Flex EV charger and Wallbox Pulsar Charger devices ("Electric Vehicle Chargers") may continue to participate in the Program with their Electric Vehicle Chargers. Participants who enroll in CPA's EV SmartCharge program with their Electric Vehicle Chargers will not be eligible to continue participation in Power Response Smart Home with their Electric Vehicle Chargers and will be disenrolled from Power Response Smart Home.
- c. Power Response Home Additional Requirements: To participate in Power Response Home, you do not need to own any particular device or have a wireless network. However, you must be able to receive event notifications either via email or SMS text (data rates may apply).
- d. 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 Uplight to coordinate with you and, as applicable, the manufacturers of your Device(s) to access personally identifiable information to remotely control your Device(s) during the term of the Program, from January 1, 2022, to March 3,

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

2027, as may be extended from time to time (the “Program Term”). You agree to keep your Device(s) operational and connected to the wireless network of your residence during the Program Term at your sole cost and expense. As a participant in the Program, you acknowledge and agree that your use of your Devices and your participation in the Program are subject to these Terms and Conditions as they are amended from time to time.

3. Program Parameters and Operation

- a. Power Response Home Program: Energy Saving Events (“Events”) happen when CPA requests for you to manually reduce energy usage in your home. These events will not be called more than forty (40) times per calendar year; no more than three (3) times per week, and for no more than four (4) hours on any given day, and not on holidays. Upon notice from CPA that a Power Response Event has begun, you should make efforts to reduce your power usage, such as by avoiding using appliances and reducing electric heater or air conditioner use.
- b. Power Response Smart Home Program Parameters for Battery Devices: Participating energy storage systems (“Battery Device”), which includes eligible SolarEdge Home Batteries, may be accessed (controlled) for a discharge of power to your home during an Event any time and day of the year up to one hundred (100) times per year, but no Events may take place more than three (3) consecutive days in a row and each Event may not last longer than five (5) hours at a time.

Battery Devices will always maintain a minimum charge of twenty (20) percent at all times.

Battery Devices will not be accessed in case of a blackout or if SCE has announced a public safety power shut-off (PSPS) event. (Please visit <https://www.sce.com/wildfire/psps> to learn more about PSPS events.)

YOU SHOULD NEVER RELY ON BATTERY BACKUP TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.

- c. Power Response Smart Home Program Parameters for all Non-Battery Devices: Your non-Battery Devices may be accessed (controlled) at any time, subject to the following limitations:
 - i. **Nest, ecobee, and Sensi** smart thermostats may be accessed (controlled) as follows:
 - a) Up to 20 times from May 1 to October 31 of each year, with access occurring only between 1 p.m. and 9 p.m.; and
 - b) Up to 20 times from November 1 to the following April 30, with access occurring only between 6 a.m. and 9 p.m.
 - c) Access will occur no more than 3 times in any given week, and no more than 4 hours in any given day, and not on holidays.
 - ii. **ChargePoint and Wallbox Pulsar** Electric Vehicle Chargers will not be accessed (controlled) more than 100 hours per year in total; no more than 50 events in the year; and events shall range in duration from 1 to 4 hours. A notification will be sent at least 1 hour prior to the start of the event. There will be no more than 3 events per week. Events can be scheduled on any day, including weekdays, weekends, or holidays. During each event, the rate of charging will be reduced if the event duration is less than 15 minutes. If the event duration is more than 15 minutes, the charging rate may be reduced or stopped. In all cases, charging will resume as normal when the event has ended.

- d. Operations in the event of Grid Emergency. In cases of a Grid Emergency, Uplight may (1) call an Event and (2) access (control) your Device, if applicable, more than 3 times in a week or during a holiday. A “Grid Emergency” occurs when the California Independent System Operator (“CAISO”) (a) declares an Energy Emergency Alert (EEA) 2 or greater; (b) when CAISO declares an event threatening or limiting transmission grid capability including line or transformer overloads; (c) when a state of emergency related to a sudden and severe energy shortage is declared pursuant to California Government Code section 8565, et seq.; or (d) other event or action that can result in a sudden and severe energy shortage to California’s electricity grid.

4. Incentives

You acknowledge that CPA may receive all credits, rebates, environmental attributes, solar renewable energy 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, the following incentives are offered (the “Incentives”):

- a. Power Response Home.

- i. Participation Incentive. If you participate in Power Response Home, and so long as you meet the Program Eligibility requirements in Section 1 above, you will receive \$2 per kWh reduced during events (described in Section 3 above), when compared to your historical energy use. Incentive payments will be paid as a lump sum at minimum once per year in the form of a digital gift card.

Event performance and incentive will be calculated against your historical energy use as provided to CPA by SCE. To qualify for incentives, your data must show a net energy reduction compared to your historical energy use per California Independent System Operator requirements. Individual event incentives are capped at \$100 per event.

Prior to payment of the Incentive, your event performance and incentive calculation may change based on updated meter data CPA receives from SCE. CPA will not seek reimbursement from you for any Incentives already paid, even if new data received from SCE indicates the calculation should have been different.

If your event performance cannot be calculated due to unavailability of meter data, you will receive the average incentive for the event. The average incentive will be calculated using the event performance data from all other participating and available meters during the event. This process will be applied only if you were enrolled when the event(s) occurred and when data is unavailable at the time incentives are calculated and paid to the participant.

Enrollment Incentive: Participants in the Power Response Home Program will receive a \$20 digital gift card after enrollment. Enrollment Incentives will be sent within six (6) weeks of your enrollment approval.

- b. Power Response Smart Home.

- i. Enrollment Incentive: Participants in the Power Response Smart Home Program will receive a digital gift card for signing up in an amount depending on the type of eligible Device they are enrolling in the Program, as follows:
 - a) Smart Thermostats: \$85
 - b) SolarEdge Home Battery: \$400

Enrollment Incentives will be sent within six (6) weeks of your enrollment approval.

If you are a CPA customer that meets the eligibility requirements for the CARE/FERA rate programs, you may contact CPA to request a free Sensi thermostat, provided you can install and connect the thermostat to a wireless network. Customers receiving a free Sensi thermostat are not eligible for additional enrollment incentives. Thermostats are available to qualifying participants while supplies last.

- ii. **Participation Incentive:** If you participate in the Power Response Smart Home Program using an eligible Device, you will receive an annual incentive for your continued participation in the amount of:
 - a) Smart Thermostats: \$40
 - b) Electric Vehicle Charger: \$25 (solely for devices enrolled on or prior to December 31st, 2024)
 - c) SolarEdge Home Battery: \$300

Annual participation incentive payments will be processed and sent to participants in November of each year.

- iii. You may participate with more than one eligible Device and receive additional incentives.

c. Terms Applicable to All Programs

- i. Incentive payments will be made in the form of a digital gift card. The Incentive will not be exchangeable for cash or SCE 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 of the Incentive at any time, at its sole discretion.
- ii. **If you suspend or terminate your participation in the Program for any reason during the Program Term, including by disconnecting the Devices, you will be ineligible to receive any accrued or subsequent Incentives.**
- iii. CPA reserves the right to make changes to the Program, including the amount and nature of Incentives, from time to time. 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.

5. Participation Costs

There is no direct cost to you to participate in the Program. You are responsible for purchasing your own Devices and providing Wi-Fi internet services, except as set forth otherwise above.

6. Program Withdrawal

You may withdraw enrollment at any time without financial penalty by contacting CPA's Power Response customer support at 1-888-292-0502 or email powerresponse@cleanpoweralliance.com. Please include your name and street address when requesting to unenroll by email.

7. Termination

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

8. Communications

By enrolling in this program, you agree to be contacted by CPA through email and any additional method specified.

Power Response Home participants and Power Response Smart Home participants enrolled with Sensi, SolarEdge, or Wallbox devices will receive program communications and incentives to the email provided during Program enrollment.

Power Response Smart Home participants enrolled with Nest, ecobee, or ChargePoint devices will receive program communications and incentives to the email associated with your service account at the time of Program enrollment. In the event you do not have an email associated with your service account, the email provided by the OEM will be used for all program communications.

You are responsible for keeping your email address updated with CPA by emailing CPA's Power Response customer support at powerresponse@cleanpoweralliance.com or by calling 1-888-292-0502. In the event that your email address has changed, is not functioning properly, or is no longer valid, you might not receive Program communications and may be ineligible for the Program.

You may unsubscribe from Program communications by emailing CPA's Power Response customer support at powerresponse@cleanpoweralliance.com or by calling 1-888-292-0502. Unsubscribing from Program communications may prevent completion of an enrollment or result in unenrollment from the Program.

9. Disclaimer

Uplight makes no representations or warranties with respect to the Program or Uplight's services hereunder, and Uplight expressly disclaims 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 Uplight and each of their affiliated entities and their respective directors, officers, employees, and representatives (collectively, the "Indemnitees") from, and agree to defend, indemnify, and hold harmless the Indemnitees from and against, all claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of any violation of these Terms and Conditions by you. CPA and Uplight 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 Uplight's defense of those claims.

For disputes with Uplight, you must contact Uplight 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. Data Usage and Disclosure

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

You also agree that Uplight may use Data for the following purposes (in each case to the extent permitted by applicable law): (1) to operate, maintain, provide, and enhance the Program; (2) for Uplight's internal purposes, including, without limitation, research and development, improvement of Uplight's product and service offerings, and creation of new product and service offerings; (3) to customize content and communications Uplight may provide to customers;

and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been de-identified).

Uplight 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 Uplight products or services to you (including working with third-party service providers who may assist Uplight in collecting, hosting, maintaining, analyzing, or otherwise processing Data for Uplight); (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 Uplight believes, in good faith, disclosure is appropriate or necessary to (a) take precautions against its own liability, (b) protect Uplight or others from fraudulent, abusive, or unlawful uses or activity, (c) investigate or defend against any third-party claims or allegations, (d) protect the security or integrity of Uplight's services and any facilities or equipment used to make such services available, or (e) protect Uplight's property or other legal rights (including, but not limited to, enforcement of Uplight's agreements), or the rights, property, or safety of others; (5) to Uplight's assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers, and other third parties Uplight 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 Uplight discloses it to them; and (7) for any purpose for which you have provided your express consent.

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 Uplight, which information Uplight shall keep confidential.

12. 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.

13. Attorneys' Fees and Costs

If either you, CPA, or Uplight 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.

14. 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 Uplight 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.

For more information, contact the CPA Power Response Program by email at: powerresponse@cleanpoweralliance.org.

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

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