

TERMS AND CONDITIONS OF CLEAN POWER ALLIANCE'S POWER RESPONSE PROGRAM
Commercial Leaders Participants ("Terms and Conditions")

As of October 13, 2025

Welcome to Clean Power Alliance of Southern California's ("CPA") Power Response Commercial Leaders Program ("the Program") managed by Uplight, Inc., a Delaware corporation ("Uplight").

1. Program Eligibility:

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

- You must be a CPA electricity account holder on a business rate for the duration of the Program.
- To participate by means of manual adjustment to your systems, you do not need a specific device.
- You must identify an email address, phone number, and an authorized representative, who is responsible for and authorized to manage Commercial Energy Saving Events ("Events") on behalf of the account owner and to receive notices from CPA.
- The service account must be serviced by a Southern California Edison ("SCE")-approved smart meter ("Smart Meter").
- Your account may not be enrolled in any other demand response program including but not limited to those offered by third parties or SCE's Charge Ready Program, Summer Discount Program ("SDP") or other SCE or third-party Demand Response ("DR") programs. Customers enrolled in any of these programs must disenroll prior to enrolling in the CPA Power Response Commercial Leaders Program.
- You must agree to and comply with these Terms and Conditions.

CPA will make a final determination of your eligibility to participate in the Program at its sole discretion. These Terms and Conditions apply to participants in CPA's Power Response Commercial Leaders Program and are between you and CPA and Uplight.

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 during the term of the Program, from January 1, 2022, to March 3, 2027, as may be extended from time to time (the "Term"). If applicable, you agree to keep your dispatchable device(s) ("Device(s)") operational and connected to the wireless network of your premise during the Term at your sole cost and expense.

3. Incentives

You acknowledge that CPA may receive all credits, rebates, environmental attributes 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"):

- Incentive rates are seasonal with customers earning up to \$80 per kilowatt each year for power reduced during Events. The seasonal rates are \$14 per average kilowatt reduced per month in the summer (June – Sept) and \$3 per average kilowatt reduced per month in the non-summer months (Oct – May).
- Incentives will only be paid for months in which a customer participates in at least one event.
- Incentives will be issued to the participating business in the form of a paper check or an ACH transfer, as requested. Checks will expire 90 calendar days after issuance. If checks expire or are returned to Uplight, customers may request the reissuance of a check for up to one year after check issuance date and Uplight will make a reasonable effort to reissue the check within 30 days of a customer's request.
- You must identify an email address, phone number, and an authorized representative, who is responsible for and authorized to receive payments from CPA. It is your responsibility to keep contact and account information current.

The Incentives will not be exchangeable for 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 Incentives.

If you suspend or terminate your participation in the Program for any reason during the Term, you will be ineligible to receive incentives accrued within that calendar month or any subsequent Incentives. You will still receive your incentive for prior months in which you were actively enrolled for the entire duration of the month.

CPA reserves the right to make changes to the 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.

4. Incentive Calculation

To qualify for Incentives, your data must show a net energy reduction compared to your historical energy use per state requirements. Energy reduction will be calculated against your historical energy use using the state approved methodology, which uses a 10-of-10 baseline and is defined in CAISO's tariff, section 4.13.4.1.

Incentives will be calculated based on your business' monthly event performance. The number of reduced kilowatt hours of energy will be calculated per event and will be divided by the number of hours dispatched for each event to arrive at the incentivized kilowatt value. If there are multiple Events, the incentive for the month will be based on the monthly average. If the participant does not participate or does not reduce energy during any of the Events within a month, the incentive will be zero for that month.

5. Program Parameters

You will not be asked to participate beyond the following parameters:

- Events will not be called more than 15 times per year.
- Event notifications will be sent the day prior to the event and the day of an event.
- Events will occur Monday through Friday between 4 and 9 PM and be no longer than 4 hours. There will be no more than 3 Events in a given 7-day period or Events on weekends or holidays.
- You may opt out at any time without financial penalty.

Notwithstanding the foregoing, in cases of a Grid Emergency, Uplight may call an event more than 3 times in a week, on a weekend, 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.

6. Participation Costs

There is no direct cost to you to participate in the Program.

7. Program Withdrawal

You may withdraw enrollment at any time without financial penalty by contacting CPA's Power Response customer support at 877-526-1589 or email support@cpapowerresponse.org. Please include your name and street address when requesting to unenroll by email.

8. Termination

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

9. Communications

You acknowledge and agree that event notifications will be sent via email and/or text message. You are responsible for keeping email addresses and phone numbers of all parties managing event responses updated with CPA by emailing CPA's Power Response customer support at support@cpapowerresponse.org or by calling 877-526-1589. In the event that your email address or phone number 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 support@cpapowerresponse.org or by calling 877-526-1589. Unsubscribing from Program communications may result in unenrollment from the Program.

10. 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.

12. Indemnity; Limitation of Claims

Except to the extent prohibited under applicable law, you hereby release (a) CPA, (b) Uplight, and (c) 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 any disputes, 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.

13. Data Usage and Disclosure

By participating in the Program, you are permitting Uplight to share data about your account ("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 deidentified).

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 do not contain personally identifiable information (including where Data have been

deidentified); (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.

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 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.

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 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: support@cpapowerresponse.org.

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