

**TERMS AND CONDITIONS OF CLEAN POWER ALLIANCE'S CAPACITY BIDDING PROGRAM
ELECT
("Terms and Conditions")**

As of December 16, 2025

Welcome to the Capacity Bidding Program - Elect (the "Program") offered by the Clean Power Alliance of Southern California's ("CPA").

The California Public Utilities Commission ("CPUC") has authorized the Capacity Bidding Program - Elect ("CBP-E"), a capacity bidding program as set forth in Southern California Edison's (SCE) Schedule CBP-E ("Schedule CBP-E"); and the CPUC has authorized the participation of aggregators ("Aggregators") in Schedule CBP-E.

1. Program Eligibility:

Individuals and businesses 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 residential or business electricity account holder for the Term (as such term is defined below) of the Program.
 - ii. The service account must be serviced by a Southern California Edison ("SCE")-approved interval meter ("Smart Meter"), as required under [SCE Schedule CBP-E](#).
 - iii. You must have a pending or approved Self-Generation Incentive Program ("SGIP") Reservation application for a paired photovoltaic solar and energy storage system ("Device").
 - iv. Your account must not be enrolled in (A) another CPA Demand Response ("DR") program or (B) other demand response programs that are specified in [SCE Schedule CBP-E](#). Customers enrolled in any of these programs must disenroll prior to enrolling in the CPA's Capacity Bidding Program - Elect.
 - v. Your account must not be dual enrolled in a dynamic pricing pilot with CPA or other dynamic pricing program, including those referenced in [SCE Schedule CBP-E](#).
 - vi. A valid email is required for program participation.
 - vii. You must be at least eighteen (18) years old.
 - viii. You must agree to and comply with these Terms and Conditions.
- b. SCE CBP-E Tariff Requirements: Additional eligibility and participation requirements are detailed within the [SCE Schedule CBP-E](#). Customers must meet these requirements to participate in the Program.
- c. 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 CPA to coordinate with you during the period in which Schedule CBP-E is in effect and you are enrolled in the Program (the "Term"). You agree to participate in the Program at your sole cost and expense. As a participant in the Program, you acknowledge and agree that your participation in the Program is subject to these Terms and Conditions as they are amended from time to time at CPA's sole discretion.

3. Program Participation

Participants enrolled in the Program agree to take action to discharge their energy storage system and/or manually lower energy use during an “Event” or “Test Event”, each as defined in [SCE Schedule CBP-E](#). Participants authorize CPA to use the Participant’s Smart Meter data to measure performance across the Program.

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.

To enroll in the Program, Participants must complete a CPA Customer Intake Form for CBP-E and an [Authorization for Participation in Aggregated Demand Response Programs Form](#) (“Aggregator Add Form”). The Aggregator Add Form must be returned to CapacityBiddingProgram@cleanpoweralliance.org along with any additionally requested information in order to complete enrollment.

Your participation in the Program is contingent on agreeing to and abiding by these Terms and Conditions. If you do not agree to these Terms and Conditions, you are not authorized to participate in the Program.

CPA shall bear no responsibility or liability in connection with (a) changes to SCE Schedule CBP-E or (b) losses, obligations, or impacts arising to changes in SGIP program rules and requirements.

4. Program Parameters & Operation

Events and Test Events will be scheduled and noticed on a day-ahead basis. During an Event or Test Event, you will be asked discharge your energy storage system and manually lower energy use. Participant understands that they should not take any action that would impact the safety of themselves or other persons. Events will be called in accordance with [SCE Schedule CBP-E](#).

Events will typically occur between the hours of 5 p.m. to 10 p.m. during the month of May and 4 p.m. to 9 p.m. during the months of June through October, Monday through Saturday during the months of May through September, and Monday through Friday during the month of October, excluding Holidays, as such term is defined in [SCE Schedule CBP-E](#).

5. Incentives

CPA will not provide incentives to Participants.

6. Participation Costs

There is no direct cost to you to participate in the Program. CPA is not responsible for providing the equipment or other requirements necessary to participate in the Program.

7. Program Withdrawal

You may withdraw enrollment at any time without financial penalty by contacting CapacityBiddingProgram@cleanpoweralliance.org.

To withdraw from the Program, Participants must also complete an [Aggregator Remove Form](#) and return the form to CapacityBiddingProgram@cleanpoweralliance.org.

8. Termination

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

9. Communications

By enrolling in this Program, you agree to be contacted by CPA through email, text message, and any method specified (data rates may apply).

Participants will receive program communications and notifications of Events to the email and mobile phone number provided during Program enrollment.

You are responsible for keeping your email address updated with CPA by emailing the Program at CapacityBiddingProgram@cleanpoweralliance.org. In the event that your email address has changed, is not functioning properly, or is no longer valid, you might not receive Program or Event communications.

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

10. Disclaimer

CPA makes no representations or warranties with respect to the Program or CPA's services hereunder, and CPA 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.

11. Indemnity; Limitation of Claims

Except to the extent prohibited under applicable law, you hereby release CPA 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 reserves 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 defense of those claims.

For disputes, you must contact CPA 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.

12. Collection of Participant Data

Participant will cooperate in good faith with CPA in performing evaluation, measurement and verification ("EM&V") of the Program. Data collected may include, but is not limited to, account information, event performance, equipment information, and meter data. 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 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.

13. Data Usage & Disclosure

By participating in the Program, you are permitting CPA to share necessary customer information including personal identifiable information, energy usage data, account information, location, and any other data or information generated and arising from Participant's participation during the Program to carry out the Program's purpose, with (a) CPA's agents, (b) SCE and its agents, and (c) if required to do so by any law, rule, 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, including any required disclosure to the California Public Utilities Commission.

CPA 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); and (2) 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.

CPA will handle any customer information in compliance with its Privacy Policy¹.

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 or CPA 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 and CPA 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, NOR (B) 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: CapacityBiddingProgram@cleanpoweralliance.org

¹ <https://cleanpoweralliance.org/privacy-policy/>