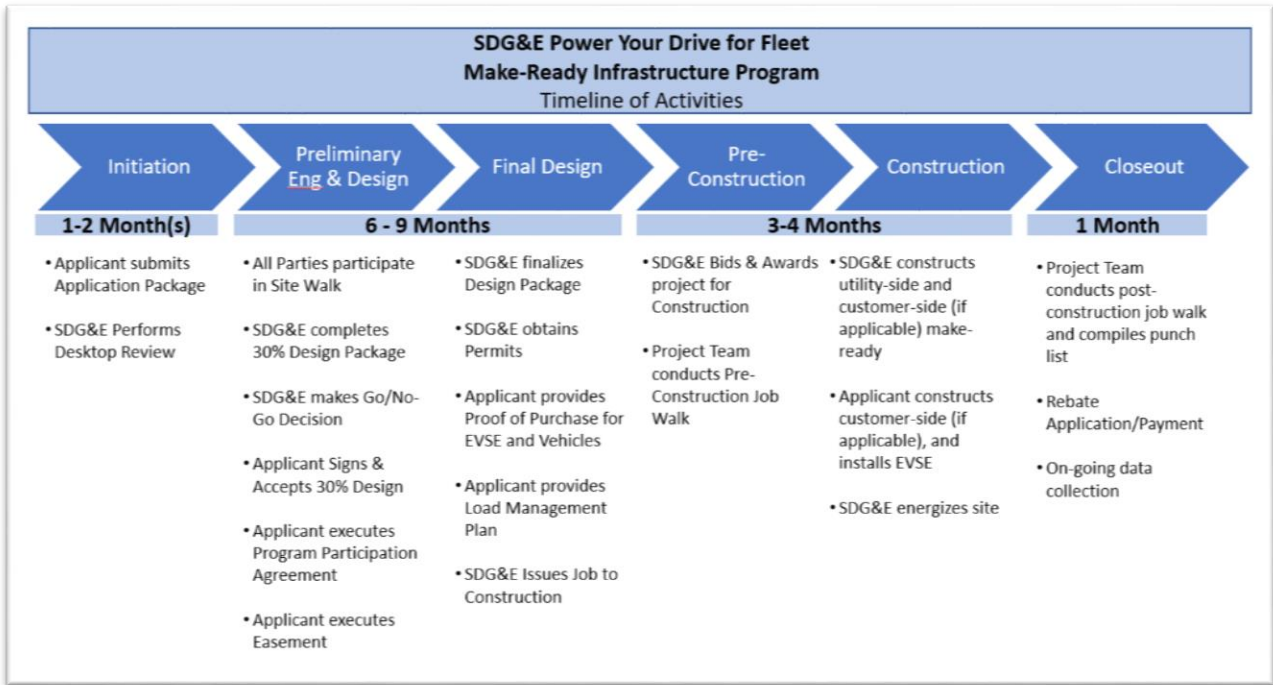


SDG&E's Power Your Drive for Fleets Make-Ready Infrastructure Program Terms & Conditions

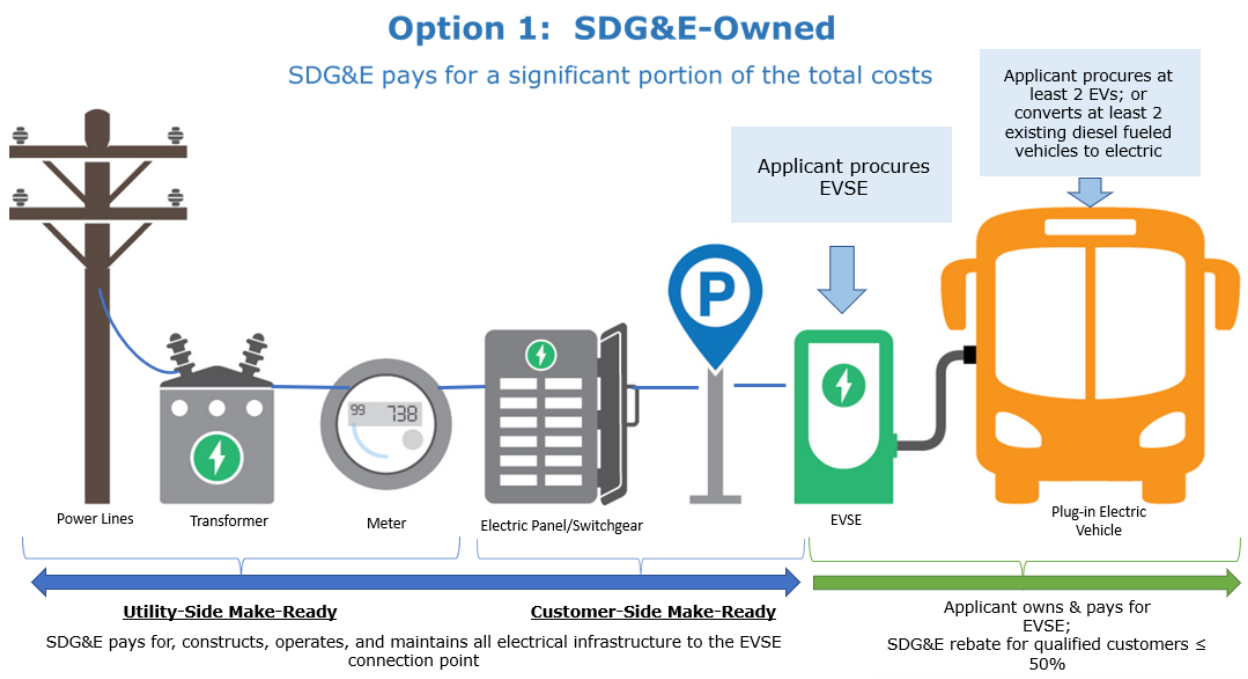
Acknowledgement and Term: As a condition of participation in San Diego Gas & Electric Company's ("SDG&E") Power Your Drive for Fleets (PYDFF) Make-Ready Infrastructure Program ("Program"), the Applicant ("Applicant") has read and understands these Terms & Conditions (T&Cs), including all requirements included by reference. Definitions applicable to these Terms and Conditions may be found below.

Timeline of Activities.

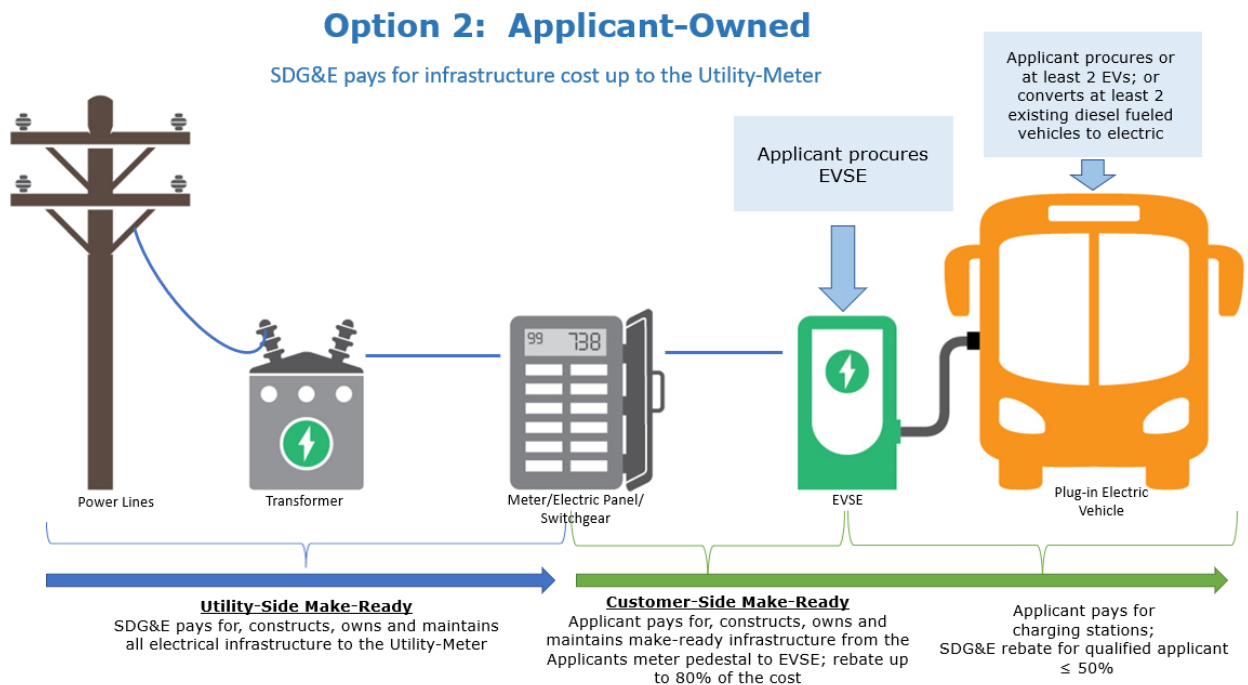


Program Details.

- Infrastructure Ownership:
 - Utility-Side Make-Ready: SDG&E pays for, constructs, owns and maintains all Infrastructure from the utility owned transformer to the utility-meter.
 - Customer-Side Make-Ready: There are two options for installation and ownership of the Customer-Side Make-Ready Infrastructure to be installed through the Program.
 - Option 1: Utility Owned: SDG&E pays for, constructs, owns and maintains the Customer-Side Make-Ready Infrastructure from the Applicant's meter pedestal to the Electric Vehicle Service Equipment (EVSE) connection points.



- **Option 2: Applicant Owned:** Applicant may choose to design, install, operate and maintain the Customer-Side Make-Ready Infrastructure. Applicants that select Option 2 may be eligible for the Infrastructure Rebate of up to 80% of the cost to design and install the Customer-Side Make-Ready Infrastructure.



- **EVSE:** Applicant is responsible for procurement, installation and maintenance of EVSE under both Option 1 and 2.
- **EVSE Rebate:** Applicant may qualify for an EVSE Rebate of up to 50% of the costs to purchase qualified EVSE. Eligibility requirements include: Infrastructure supports Transit Bus or School Bus or is located in a Disadvantaged Community (“DAC”) and is not a Fortune 1000 Company. EVSE Rebates will be paid after (1) Applicant provides Proof of Purchase of EVSE, (2) SDG&E inspects the installation of the EVSE and if applicable, Customer Owned Infrastructure, and (3) the EVSE are operational.
- **Infrastructure Rebate:** If the Applicant chooses Option 2, the self-install option, the Applicant may qualify for a rebate of up to 80% of the costs to install the Customer-Side Make-Ready. Eligibility requirements include: (1) Applicant provides Proof of Purchase of EVSE, (2) SDG&E inspects the installation of the EVSE and if applicable, Customer-Owned Infrastructure, and (3) the EVSE are operational.
- **Electric Vehicle Acquisition Plan:** SDG&E will work with Applicant to understand its fleet electrification plans and may install infrastructure to support future vehicle purchases. Applicant will provide details of the Applicant’s electric vehicle acquisition plan, including

details of the number, type, and charging levels of electric vehicles that will be used at the its premises over time to justify the requested infrastructure. At SDG&E's discretion, it may request evidence that Applicant is operating these vehicles and associated charging in accordance with its Electric Vehicle Acquisition Plan. If Applicant is not operating vehicles consistent with such plan, at SDG&E's discretion Applicant may be responsible for SDG&E costs associated with installing the excess infrastructure. This includes costs, as circumstances may dictate, for losses incurred by SDG&E on behalf of ratepayers, such as costs of equipment, site design and installation.

- Additional Services from EVSP: Separate and apart from the application and SDG&E's obligations under the Program, the EVSP selected by Applicant may offer and contract directly with the Applicant to provide any additional or complementary services, as long as these services do not interfere with the objectives of the Program as fully described in the CPUC decision. The costs of additional EVSP services, and any cost related to O&M of any additional EVSP services, will not be borne by SDG&E.
- Easement: An easement may be required to maintain SDG&E owned facilities. SDG&E will use existing easements when possible to minimize encumbrances on Applicant's property. If a new easement is required, access rights will follow standard utility requirements for providing electrical service. SDG&E will determine if a new easement is required during site evaluation and will communicate that to Applicant.

Applicant agrees to grant SDG&E an easement to access, construct, and maintain the Infrastructure. If the Infrastructure must cross property owned by a third party to serve Applicant, SDG&E may only install such Infrastructure after appropriate rights of way or easements, satisfactory to SDG&E, are obtained without cost to SDG&E. Applicant agrees to sign and return easement to SDG&E within 30 days of receipt. If the Applicant does not respond within 30 days, SDG&E reserves the right to rescind Applicant's participation in the Program.

- O&M: The Applicant is required to maintain the EVSE and any Customer-Owned Infrastructure for the term of this agreement. Applicant will pay all O&M costs and maintain a consistent uptime at the direction of SDG&E for Customer-Owned Infrastructure installed. Applicant shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear excepted, and will promptly notify SDG&E of any problems it is aware of related to the EVSE.
- Billing: Applicant will be the SDG&E customer of record and will be served according to the applicable Rate Plan. As the Customer of record, Applicant will be responsible for paying the SDG&E bill.
- Rate Plan: SDG&E has a proposed a High-Powered EV (EV-HP) Rate Plan that will replace demand charges with a new optional subscription pricing plan for commercial PYDFE Applicants and DC fast charging. If approved, the proposed EV-HP Rate will become available in early 2021.

Eligibility.

Applicant certifies that it meets, and will continue to meet throughout its participation in the Program, all eligibility requirements of the Program, including, but not limited to:

- Is a current SDG&E Applicant, this includes Direct Access and retail Applicants, as well as Applicants receiving power from a Community Choice Aggregator (CCA).
- Is the owner, lessor, or lessee of the property, has the authority to install charging infrastructure and execute an easement of the property.
- Must procure a minimum of two Class 2 through Class 8 electric fleet vehicles; or retrofit a minimum of two existing diesel fueled Class 2 through Class 8 diesel fueled fleet vehicles to electric by 2024.
- Review and agree to the Program Terms & Conditions.

Applicants will be required to:

- Execute “Program Participation Agreement” document with SDG&E setting forth detailed rights and obligations of each party with respect to participation in the Program. In case of any conflict between these “Terms and Conditions” and the “Program Participation Agreement”, the terms of the “Program Participation Agreement” shall prevail.
- Contract with a qualified Electric Vehicle Service Provider (EVSP) listed on the SDG&E Approved Product List to procure, install, operate, and maintain at a minimum, a quantity of one EVSE in good working order at the site for not less than ten (10) years from the In-Service Date of EVSE (“Commitment Period”); and to record and transmit EV charging usage data for not less than five (5) years from the In-Service Date of the EVSE.
- Provide details of and adhere to an Electric Vehicle Acquisition Plan, including providing Proof of Purchase or other evidence for the purchase of no less than two electric vehicles.
- Provide consent of its qualified EVSP to provide SDG&E with access to certain information required by the California Public Utilities Commission (CPUC), including, but not limited to, the duration of each charge, rate, cost, and load.
- Support data collection requirements of the Program in accordance with the CPUC and consent to the use and disclosure, by SDG&E, its agents and representatives, of data gathered as part of the Program for use in regulatory reporting, industry forums, case studies or other similar activities. Participate in satisfaction surveys following completion of the Project, upon request of SDG&E.
- Provide a plan of load management tactics that it will implement at its PYDFF EV Charging facility, including the incremental costs and equipment requirement to implement the load management tactics and any vehicle or EVSE communication systems necessary to implement the load management tactics.
- Provide SDG&E with an Easement providing rights of way across public or private property (as applicable).
- Designate SDG&E as Owner’s Authorized Agent (OAA) to obtain any necessary permits to install Infrastructure, without cost to SDG&E.
- Provide SDG&E, its representatives, contractors and designees access to *the project location* for purposes of design and installation of the Infrastructure.

- Acknowledge and agree that any Infrastructure installed by SDG&E may vary from the Conceptual Design, if, in SDG&E's sole discretion, actual site conditions or municipal requirements dictate such changes.
- Ensure general contractors and installers of any Infrastructure are state-licensed and insured.
- Comply with all requirements included in the "CPUC's Transportation Electrification Safety Requirements Checklist" for any work performed under the scope of the Program.
- If Applicant has received or receives any other incentives or rebates for any Infrastructure or equipment covered under the scope of this program, Applicant shall notify SDG&E of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with the rebate provided by SDG&E, would reimburse Applicant for more than 100 percent of the cost, SDG&E shall decrease the applicable rebate amount if not yet paid, or if already paid, submit a reimbursement request to the Applicant for the amount of the rebate payment exceeding 100 percent of the cost.
- Submit a completed IRS tax form W-9, and California Franchise Tax Board form 590 if applicable, in order for SDG&E to process any rebate payment.

Applicant Representations.

- Applicant represents and warrants that it is the owner or authorized agent of the proposed site and has the power, authority and capacity to bind itself to undertake the Program Terms & Conditions; and to perform each and every obligation required of Applicant.

SDG&E Representations.

- SDG&E, at its sole discretion and in accordance with its applicable tariffs, design standards, and municipal permitting requirements, will locate, design, and install the Infrastructure. SDG&E is responsible for all costs associated with the Infrastructure deployed by SDG&E under the scope of the Program.
- SDG&E will pay any applicable rebates, after SDG&E has verified and inspected correct installation of the EVSE, consistent with the Program Participation Agreement and subject to Applicant meeting all Program requirements.

NOTICES.

- Accessibility Requirements: If applicable, the installation of the EVSE and Infrastructure installed under the scope of the Program is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. Applicant understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available.

- Changes: SDG&E may initiate changes to the Program as circumstances dictate. Applicant understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.
- SDG&E Termination or Suspension: SDG&E may terminate and remove any Utility-Owned Infrastructure already installed, or for any duration suspend, Applicant's participation in the Program, or operation of Utility-Owned Infrastructure, with or without cause, at any time, and for any reason. Such reasons may include but are not limited to: failing to follow the EV Acquisition Plan or failing to install the EVSE, failure to provide or maintain terms of Easement, failure to abide by Program Terms & Conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the Program or ratepayers.
- Failure to Comply with Terms & Conditions: Without limitation, and to the greatest extent allowed by law, SDG&E reserves right to seek damages and recovery for losses incurred due to any breach of the Program Terms & Conditions on the part of Applicant, whether intentional or unintentional.
- Miscellaneous: These Terms & Conditions and all items incorporated herein by reference and any written modification shall supersede any and all prior discussions, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of these Terms & Conditions or written modification. If any provision of these Terms & Conditions is in any way deemed unenforceable by a court or regulatory agency of competent jurisdiction, then the remainder of these Terms & Conditions and the application of such term or provision to persons or circumstances other than those to which it is held unenforceable, shall not be affected, and each term and provision shall be enforceable to the fullest extent permitted by law.

Definitions:

- Applicant: The entity that enters into this agreement.
- Approved Product List: The list of EVSE qualified by SDG&E and meeting SDG&E's technical requirements. Applicant must select EVSE from the Approved Product List in order to receive an EVSE Rebate (if available).
- Customer-Side Make-Ready Infrastructure: Includes all equipment on applicant side from the meter pedestal to the EVSE.
- Customer-Owned Infrastructure: This includes the EVSE purchased and installed by the Program Participant pursuant to this Agreement; and the Customer-Side Make-Ready, if the Program Participant elects the Self-Install Customer-Side Make-Ready option.
- Customer-Side Make-Ready Infrastructure: Includes all equipment on applicant side from the meter pedestal to the EVSE.
- Commitment Period: The 10-year period where Applicant must maintain all EVSE in working order at the site. The Commitment Period will commence on the In-Service Date of the EVSE.
- Community-Choice Aggregator (CCA): A program that allows cities, counties, and other authorized entities to purchase and/or generate electricity for residents and businesses located within the boundaries of their jurisdiction.
- Conceptual Design: Map and related documents, as applicable, that show the proposed layout of the Infrastructure and EVSE, including but not limited to, conduit routing and equipment placement.
- California Public Utilities Commission (CPUC): The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.
- CPUC's Transportation Electrification Safety Requirements Checklist: The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from:
www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882
- Direct-Access Customer: A customer that purchases electricity from a competitive provider called an Electric Service Provider, rather than from a regulated utility.
- Disadvantaged Community (DAC): Census tracts in California with a top 25% quartile score according to California Environmental Protection Agency's CalEnviroScreen 3.0 tool.

- Easement: A real property instrument to grant right of way for SDG&E to construct, maintain, operate, and repair any SDG&E Owned Infrastructure.
- Electric Vehicle (EV) Acquisition Plan: Applicant's written plan detailing the number, type, and charging levels of electric vehicles that will be used at the Applicant's premises over time to justify the requested infrastructure.
- Electric Vehicle Service Equipment (EVSE): Qualifying electric vehicle charging equipment that meets the technical specifications set forth by SDG&E are listed in the Approved Product List. An individual EVSE unit that may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid-connected power source capable of recharging the vehicle's battery pack. The individual connectors of the EVSE are referred to as ports. Each EVSE can charge one or more vehicles depending on the number of ports the unit is equipped with.
- EVSE Rebate: Financial reimbursement paid to an eligible Applicant, or its designee, pursuant to the Terms & Conditions of the Program, to offset a portion of the purchase of approved EVSE.
- Electric Vehicle Service Provider (EVSP): The entity from which the EVSE and network services is purchased.
- In-Service Date: The date in which a EVSE is installed and operational, which shall be no later than 90 days after installation and energization of Utility (TtM) and Customer-Side Make Ready (BtM) Infrastructure (if applicable) by utility or by the Program milestone for all construction to be complete (February 7th, 2026), whichever is sooner.
- Infrastructure: All work from SDG&E's distribution system, new circuit panel to the first point of interconnection with the Applicant's EVSE.
- Infrastructure Rebate: Rebate available to Applicants that select to self-install the Customer-Side Make-Ready Infrastructure, Applicants that select this option may be eligible to receive a rebate which will be the lesser of, 80% of the Applicants actual documented cost or 80% of the average utility estimated direct cost which shall be established and agreed upon within Program Participation Agreement.
- Program: Also referred to as the Power Your Drive for Fleets (PYDFF) Make-Ready Infrastructure Program. The Program is designed to help Applicants install the charging infrastructure needed to electrify their medium- and heavy-duty fleets and off-road vehicles.
- Program Participation Agreement: An agreement between Applicant and SDG&E setting forth the detailed rights and obligations of each party with respect to participation in the Program.
- Proof of Purchase: Documentation of the total amount paid by Applicant to EVSE Supplier(s)

for the purchase of EVSE.

- Rate Plan: The SDG&E rate plan designed for this program which features energy charges that vary based on the time of day, the day of the week, and the season, as more fully described in the Terms and Conditions.
- Utility-Owned Infrastructure: This includes all Infrastructure installed by SDG&E.
- Utility-Side Make-Ready Infrastructure: SDG&E pays for, constructs, owns and maintains all infrastructure from the utility owned transformer to the utility meter.