

SDG&E's Power Your DriveSM Terms and Conditions

Acknowledgement and Term: Applicant agrees to abide by these terms and conditions for the *Power Your Drive* Program, including all requirements included by reference, for the duration of applicant's participation but for a period of not less than 10 years from the date applicant's *Power Your Drive* facility becomes operational.

Participation Fee: As a condition of participation in the *Power Your Drive* Program, applicant may be required to make a participation payment in accordance with California Public Utilities Commission requirements prior to selection of an EVSP. The Program participation fee may vary and is determined upon approval of the *Power Your Drive* application.

Selection of Electric Vehicle Service Provider (EVSP): Upon approval of application from SDG&E and execution of required easement or license, applicant shall select one EVSP from the SDG&E approved list of qualified vendors accessed through the *Power Your Drive* website. SDG&E shall install, operate and maintain at no additional cost to applicant the number and type of EV Charging Stations, associated equipment and signage as selected by applicant and approved by SDG&E. Applicant understands that only one EVSP may serve a *Power Your Drive* site, and that the *Power Your Drive* Program does not install DC Fast Charging equipment.

If at any time the EVSP selected by applicant should cease to provide services at no fault of the applicant, the applicant may select an alternative EVSP from the list of approved *Power Your Drive* EVSPs. There will be no cost to applicant unless applicant elects to receive additional services from the EVSP, as discussed below.

Additional Services from EVSP: Separate and apart from this application and SDG&E's obligations under the *Power Your Drive* Program, the EVSP selected by applicant may offer and contract directly with applicant to provide any additional or complementary services, as long as these services do not interfere with the objectives of the *Power Your Drive* Program. Specifically, such services may not include activities, agreements, arrangements, policies or procedures that inhibit the ability of the EV Driver or *Power Your Drive* facility site host to respond to the pricing signal of the *Power Your Drive* Rate. The costs of any additional EVSP services will not be borne by SDG&E, unless they are complementary services necessary to support the *Power Your Drive* Program objectives and are approved by SDG&E in writing.

Installation of Equipment: SDG&E and/or its contractors shall design and construct the *Power Your Drive* facility in compliance with the Program terms, as well as all applicable local, state and federal laws and regulatory requirements. A preliminary layout of proposed facilities will be provided to applicant prior to preparation of easement or license and a final design will be provided to applicant prior to any installation activities, but after execution of the easement or license. An estimated installation milestone schedule shall be provided to applicant upon execution of required easement or license and timely selection of EVSP. Should the schedule require modification, SDG&E shall notify the applicant within a reasonable amount of time of such changes.

Accessibility Requirements: Electric vehicle charging facilities are 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 potentially change the number of non-accessible parking spaces available. Applicant understands and accepts that changes to initial design representations may occur during the design, construction and operational phases

of the *Power Your Drive* facility as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

Easement/License Requirement: Applicant agrees to grant SDG&E an easement or license for a *Power Your Drive* facility within 30 days of presentment of such easement or license by SDG&E. or license

SDG&E Right to Access: Applicant shall provide SDG&E, its representatives, contractors and designees access to the *Power Your Drive* site for purposes of design and installation of the *Power Your Drive* facility.

EV Drivers Right to Access: Applicant shall not unduly restrict access to employees or tenants, as the case may be, to access and use the *Power Your Drive* facility, including but not limited to any restrictions based upon race, ethnicity, creed, religion, sexual orientation or gender. Applicant may not unduly restrict the use of *Power Your Drive* facility by tenants or employees for the purposes of making the *Power Your Drive* facility a public charging facility, and shall use its best efforts to ensure priority use by tenants or employees.

Duty to Notify: Applicant shall have the duty to notify SDG&E promptly regarding any unsafe, inoperable or damaged equipment that applicant becomes aware of. In addition, applicant shall promptly report all claims and/or incidents to SDG&E or its designated representative(s), and promptly thereafter confirm in writing, the occurrence of any injury, loss, or damage incurred by applicant.

Power Your Drive Rate; Billing Options: Users of the *Power Your Drive* facility will be billed at the *Power Your Drive* rate, which consists of an hourly price determined each day for the following day based upon forecasted circuit conditions and power system conditions for the following day, in accordance with SDG&E Advice Letter 2877-E, Electric Vehicle-Grid Integration Pilot Program Schedule. Should actual hourly prices on any given day be lower than the day-ahead forecasted prices, then the lower of the two shall apply. Applicants may choose from one of two billing options and may change their billing option after a minimum of 12 months by providing notice to SDG&E and to participating EV drivers and users of the *Power Your Drive* facility.

Rate-to-Driver Billing Option. Participating EV drivers will be notified each day by 9pm by the selected EVSP of the day ahead hourly billing rates for each hour of the 24 hour period commencing at 12am. Selected EVSP will provide EV drivers with tools at no cost in order to manage their charging needs cost-effectively. Under this option, EV drivers will be billed each month on their monthly SDG&E bills. *Power Your Drive* facility site usage patterns will be monitored and tracked. This data will be used to inform California Public Utility Commission (CPUC) policy.

Rates-to-Host Billing Option. Applicants will be notified each day by 9pm by the selected EVSP of the day ahead hourly billing rates for each hour of the 24 hour period commencing at 12am. Applicants will be billed each month on their SDG&E bills for the total charges for the entirety of all EV charging sessions incurred by the *Power Your Drive* facility.

Load Management Plan. Where the applicant opts for the Rate-to-Host billing option, the applicant, or its selected EVSP on applicant's behalf, will be required to submit to SDG&E load management tactics that it will implement at its *Power Your Drive* facility, including the incremental costs and equipment requirement to implement the load management tactics, the prices or fees that it intends to levy on *Power Your Drive* facility users (participating EV drivers),

and any vehicle or EVSE communication systems necessary to implement the load management tactics. Applicants that do not submit load management plans acceptable to SDG&E will be asked by SDG&E to revise accordingly and will be ineligible to participate until approved by SDG&E. Participation in the Rate-to-Host option will not be unreasonably withheld. *Power Your Drive* facility site usage patterns will be monitored, and in addition, applicant-determined prices or fees to use the *Power Your Drive* facility will be tracked. This data will be used to inform California Public Utility Commission (CPUC) policy.

Compensation: Under no conditions shall applicant or EV drivers receive compensation of any kind, either by cash, in-kind services, or otherwise, for any duties or requirements provided for in these terms and conditions or for participation in any way as part of the *Power Your Drive* program, including but not limited to: easements, use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation.

Permission to Use Data: Applicant agrees to allow SDG&E, its agents and representatives to use data gathered as part of the *Power Your Drive* Program for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

Representations: Applicant understands that its participation in *Power Your Drive* shall not be construed as creating any agency, partnership, or other form of joint enterprise between the applicant, SDG&E, or their affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Applicant represents that it is either (i) the fee title owner and has the ability to grant the easement or license, or (ii) it is working with the fee title owner and such owner has the ability to grant the easement or license.

Right to Review Materials: SDG&E reserves the right to review and approve any and all advertising, marketing, or promotional copy or materials developed or used by the applicant which references the applicant's participation in the *Power Your Drive* Program. SDG&E may require the applicant to submit such copy and materials for pre-approval. Approval shall be granted, unless SDG&E determines that the copy or materials are misleading, in error, or fail to meet the requirements the Program terms and conditions. Applicant agrees to remove from circulation or otherwise discontinue the use of any such materials.

Disclaimer: All marketing, advertising or promotional materials referencing SDG&E, or other designated representatives or the *Power Your Drive* Program itself, shall include a disclaimer stating that applicant is not an agent or affiliate of SDG&E, its vendors or other designated representatives.

Logos/ Trademarks: Neither party hereto shall use the logos, trademarks or service marks of the other party, including, without limitation, SDG&E's *Power Your Drive* or other marks, or the marks of the other party's respective vendors or other designated representatives in any of its respective marketing, advertising, or promotional materials without express written approval from the other party.

Changes: SDG&E may initiate changes to the Program as circumstances dictate.

Compliance with Laws: Applicant expressly warrants and represents that it shall conduct its business activities in connection with the *Power Your Drive* Program without perpetrating any deceit, misrepresentation, fraud or dishonesty on customers it serves through the *Power Your*

Drive Program. Applicant shall use reasonable efforts to avoid doing any harm to SDG&E, its vendors or other designated representatives including the brands or goodwill of same in connection with the Power Your Drive Program. Applicant shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the Program and/or applicant's interactions with customers in connection with the *Power Your Drive Program*.

Failure to Comply with Terms and 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 *Power Your Drive Program* terms and conditions on the part of applicant, whether intentional or unintentional.

SDG&E Termination or Suspension: SDG&E may terminate and remove any *Power Your Drive* facilities already installed, or for any duration suspend, applicant's participation in the *Power Your Drive Program*, or operation of *Power Your Drive* facility, with or without cause, at any time, and for any reason. Such reasons may include but are not limited to: Failure to provide or maintain terms of easement or license, failure to abide by *Power Your Drive Program* terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the *Power Your Drive Program* or ratepayers.

Relocations: Should Site Host request relocation of *Power Your Drive Facility* or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Site Host and in accordance with any *Power Your Drive Program* requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if requested by SDG&E, Site Host shall either amend the easement or license to include the legal description of the new location or enter into a new easement or license with SDG&E.

Site Host Removal or Termination: Should Site Host request removal or termination of *Power Your Drive Facility* or parts thereof prior to ten (10) years from the installation date of the *Power Your Drive Facility*, Site Host shall bear full cost and sole expense of the portion of the remaining undepreciated cost of the installed *Power Your Drive* facility at the time of termination, the portion of the remaining undepreciated cost of the initial installation at the time of termination, and the actual cost of the removal.

Authority: Applicant represents and warrants that it is the owner or authorized manager of the proposed *Power Your Drive* site and has the power, authority and capacity to bind itself to undertake the *Power Your Drive Program* terms and conditions; and to perform each and every obligation required of applicant.

Allocation of Credits: Applicant acknowledges and agrees that as a condition to participation in the *Power Your Drive Program*, SDG&E shall retain all rights to credits relating to emissions, fuels or other environmental attributes.

Miscellaneous: These terms and 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 and conditions or written modification. If any provision of these terms and conditions are in any way deemed unenforceable, then the remainder of these terms and 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.