Standard terms and conditions for participating customers

These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the "**Agreement**") are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof ("**CLEAResult**"), and Customer for the purpose of evaluating and installing electric vehicle service equipment ("**EVSE**") under the Nonresidential Prescriptive Incentive Program (the "Program") funded by Pacific Power ("Sponsor"). CLEAResult and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Parties acknowledge and agree that the state regulatory governing body (the "**PUC**"), Sponsor and Contractor are third-party beneficiaries of this Agreement.

In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. ACCESS AND PARTICIPATION. The Customer is required to cooperate with Sponsor and CLEAResult to the extent necessary for Sponsor and CLEAResult to review, process, and approve Customer applications, agreements, and incentive claims; inspect Customer facilities and project information requests from Customer; and measure and verify project performance. Customer agrees to support CLEAResult and Contractor and assign a representative to facilitate services provided under this Agreement. Customer acknowledges its intent to install EVSE using Program incentives and agrees that any EVSE received directly will be installed within one year of purchase. Customer agrees to allow CLEAResult, Sponsor, and Contractor to access its facilities, energy use and cost information for the purposes of implementing this Agreement. If Customer is a tenant, Customer represents that by signing this document they have obtained the property owner's permission to install EVSE under this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion or other publicity of any kind without prior authorization of the Sponsor or its Contractors. For the project associated with these Terms and Conditions, Customer also confirms that it has not and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by Sponsor unless otherwise approved at the discretion of the Sponsor. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor.

2. PROGRAM FUNDING: Program funds are limited and incentives are subject to funding availability. Applications are accepted on a first-come, first-served basis until the conclusion of the Program term, or until Program funds are no longer available, whichever occurs first. Incentives are subject to tariff approval and may change with 30 days of notice. Sponsor reserves the right to change or cancel the Program or its terms and conditions at any time. Please reference the Program website at pacificpower.net/ev to determine the current status of incentive availability and view the most current version of the Program terms.

3. ELIGIBILITY. This Program is available to all Customers residing in the state of Oregon who purchase their electricity from Sponser not taking service under residential rate schedules

and whose Delivery Service Schedule is listed under Schedule 291.Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period. If applicable, Customer agrees to install all EVSE provided by CLEAResult under this Program; provided, however, that if Customer does not install all EVSE, then it shall return any uninstalled EVSE to CLEAResult. Incentive checks will be issued in the name of the qualifying account holder or a third-party assignee designated by the account holder. The Customer must maintain the EVSE on an eligible rate schedule for the duration of the Term. EVSE must meet the eligibility requirements specified in the Instructions section

of the Application; Sponsor will maintain a list of eligible EVSE on its website at pacificpower.net/ev. EVSE must remain operational for a duration of at least 3 years. will maintain a list of eligible EVSE on its website at pacificpower.net/ev. EVSE must remain operational for a duration of at least 3 years.

4. TERM: These Terms and Conditions shall be effective for five years from the date of the Customer's acknowledgment of these terms and conditions to participate in the Program. (the "Term").

5. PROGRAM PARTICIPATION STEPS: To be considered for incentives offered by the Program, Customer must submit a fully completed and signed Application including all required documentation specified in the Application. Application information and submission instructions can be found on the Sponsor website at pacificpower.net/ev. Applications must be complete and must include all required and requested documents to be considered. Product specific documentation required to be submitted with the Application and specific instructions for completing the Application related to the qualifying product or service are outlined in the Instructions section of the Application. Applications must be submitted within three-hundred-sixty-five (365) days of completion of the qualifying product purchase or service completion. As part of the Application review process, Sponsor, Contractor, or CLEAResult may request additional documentation and conduct any site inspection activities necessary to confirm eligibility, installation and operability of measures. Failure to provide or complete any of the requested information or Program requirements may result in the return of the Application and denial of incentives.

6. INCENTIVE PAYMENT. Customer acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed for a project that has not received incentives from any other of Sponsor's Transportation Electrification programs unless approved at the discretion

of the Sponsor. If Sponsor and CLEAResult determine that Customer meets the Program eligibility criteria and the Application is complete, Sponsor may issue an Incentive to Customer. Customer understands that submission of an Application, even if correct and complete, does not guarantee payment of incentives. Payment of the incentive amount is based on Sponsor's

approval of installed EVSE and Customer meeting all eligibility and Program requirements. Customer understands that Sponsor, in its sole discretion, may withhold incentive payments committed to Customer if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. Customer acknowledges that the incentive amount may not exceed the cost

of the EVSE plus other qualifying costs as defined on the Program website located at pacificpower.net/ev.

EVSE receiving incentives under the Program are not eligible for purchase and installation incentives or credits under any other Sponsor programs unless otherwise approved at the discretion of the Sponsor. Customer agrees to provide any reasonable documentation to allow Sponsor and CLEAResult to determine actual costs incurred. To the extent that Sponsor determines (at its sole discretion) that the EVSE has not been installed and commissioned in

a satisfactory manner, Customer may receive a reduced Incentive, no Incentive, or may be required to return all or a portion of any Incentive received, if any, based on the inspection and verification of installed EVSE. Incentives may be issued by check in the name of the Customer unless the Customer assigns the incentive consistent with the below paragraph. Customer should allow up to forty-five (45) days to receive the Incentive payment after final approval

of project documentation.

NONRESIDENTIAL EV CHARGER REBATE APPLICATION

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7. INCENTIVE ASSIGNMENT: Customer shall designate any third-party assignee on the Application, signed by the Customer. In the event that Sponsor does not pay the incentive as a result of the Customer's failure to comply with the terms and conditions, Customer agrees that it shall be solely liable to assignee for such payments.
8. FRAUD: Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to Sponsor. Any customer found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
9. AUDITING, MONITORING AND VERIFICATION. Customer also agrees to allow CLEAResult, Contractor, Sponsor and the PUC to access its facilities for the purpose of confirming Customer's participation in the Program, inspecting installed EVSE and verifying the energy savings achieved through the Program. Customer agrees to cooperate with CLEAResult, Contractor, Sponsor and the PUC, as necessary. Customer also agrees to remedy any issue

arising from auditing and monitoring results within the timeframe provided by the Program. Customer understands that any incentives may be withheld if Customer refuses to participate in any required verification within a reasonable period. Customer verifies that all EVSE is installed in accordance with all applicable federal, state and local laws and manufacturer's specifications.

10. CHARGER UPTIME AND RELIABILITY: Customer agrees to an average annual uptime requirement of greater than 97% for publicly available charging ports that have received an incentive in the program. Customers ability to participate in future programs may be impacted if uptime is found to fall below industry benchmarks.

11. PRICING FOR EV DRIVERS: Customer agrees to submit data on pricing structures for all incentive ports annually to Sponsor. Customer acknowledges and agrees that these datasets will be made publicly available.

12. PAYMENT METHODS: For all publicly available incentives charging stations, Customer agrees to follow all payment method requirements outlined in the final National Electric Vehicle Infrastructure (NEVI) plan, which includes contactless payments with major credit cards and automated toll-free phone or SMS based charge initiation. Accessibility for persons with disabilities or who are not English proficient is also covered in the NEVI requirements. Site operators will be prohibited from requiring membership for use or curtailing power flow based on membership status.

13. CONFIDENTIALITY. CLEAResult shall keep Customer information confidential. Only Contractor, Sponsor and the PUC shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer's written approval. By enrolling in the Program, Customer represent that they are the owner or duly authorized agent of the owner of utility account and authorize CLEAResult, Sponsor, and their respective agents, contractors, and service providers, to collect, duplicate, disseminate, release, disclose and share Customer's personal information or data related to Customer's enrollment and participation in the Program, which can include but is not necessarily limited to Customer's name, email address, service address, utility account number, EVSE serial number, activation date, Customer's enrollment information, statistics and data about Customer's energy use, any opt out decisions or actions by Customer, or other information related to Customer's participation in

the Program. Any personal information or data collected by CLEAResult or Sponsor during the course of the Program will be used only for administering or reporting on the Program and as described in Sponsor's Privacy Policy available at www.pacificpower.net/privacy.html. This information will be used by Sponsor and CLEAResult for the administration, evaluation, and reporting on the Program. Customer agrees that information about Customer's service account, energy usage, and devices connected to Customers' service account, as well as any information Customer provides while applying for the Program or that is related

to the Program may be shared by CLEAResult and Sponsor with their respective agents, contracts, service providers, and utility regulators for the purpose of ensuring enrollment eligibility, compliance with Program requirements and analyzing Program performance, fraud prevention, security, or as required to comply with state and/or federal law, regulation, and other legal action. In those cases, Sponsor, CLEAResult, and its subcontractors shall comply with all applicable legal requirements before making such disclosure. Customer consents to receive emails and other notifications, including text messages, sent by the CLEAResult and Sponsor related to your participation in the Program.

14. TAX LIABILITY: Customer acknowledges that receipt of any incentive pursuant to the Program may result in taxable income to the Customer, even if Customer does not directly receive a payment, and that Customer is solely responsible for payment and reporting with respect to Customer's taxes. Customer should consult his or her own tax advisor with respect to the tax treatment of incentives provided pursuant to the Program. Neither Sponsor nor CLEAResult is responsible for any tax liability which may be imposed on the Applicant as a result of any incentive payment. Nothing in these Terms and Conditions is intended to constitute tax advice and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.

15. PROJECT INSTALLATIONS: Neither Sponsor nor CLEAResult are responsible for the proper installation or performance of the EVSE and are not responsible for any claims the Customer might have against the manufacturer, the retailer or the installer with regard to the installation, maintenance or operation of the EVSE. Customer is solely responsible for the selection of EVSE being installed and for the selection of a third-party service provider or Trade Ally to complete the installation of any EVSE. Responsibility for delivery and workmanship related to any equipment or services the Customer procures exclusively rests with that contractor or retailer. All EVSE must be installed by qualified and licensed contractors in accordance with local codes, permitting and inspection requirements.

16. NO WARRANTY. CLEARESULT, SPONSOR AND THE PUC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE OR OTHER ASPECT OF ANY EVSE INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE PUC, SPONSOR NOR CLEARESULT SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN

THE FACILITIES INSPECTED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

17. INDEMNIFICATION; LIMIT ON LIABILITY. TO THE EXTENT ALLOWED BY LAW, CUSTOMER AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESSTHE PUC, SPONSOR AND CLEARESULT AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EVSE. NEITHER THE PUC, SPONSOR, CLEARESULT NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.

18. MISCELLANEOUS. This Agreement shall be governed by and construed under the laws of the State of Oregon, without regard to conflict of law rules.

The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will

be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO KNOWINGLY, VOLUNTARILY, INTENTIONALLY, PERMANENTLY, AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE

TO A TRIAL BY JURY IN ANY DISPUTE, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT OR ANY TRANSACTION OR RELATIONSHIP ARISING FROM THE AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH

A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. Customer shall

not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.

19. TOXIC MATERIALS: CLEAResult and Sponsor, or their respective agents, consultants, and subcontractors shall not have any responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials of any kind in

connection with Customer's facility, including without limitation, asbestos, asbestos products, PCBs, or other toxic substances.

20. COMPLIANCE WITH LAW: Customer, at its own expense, is responsible for meeting all requirements and complying with all local and state laws and codes concerning the Program, including without limitation, the installation, operation, and maintenance of EVSE. Customer shall, at its own expense, obtain and maintain licenses and permits needed to install EVSE. Failure to obtain and maintain necessary licenses and permits constitutes a material breach of Customer's obligations.

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ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

21. ENTIRE AGREEMENT: The Terms and Conditions set forth herein, including all attachments and incorporated references, constitute a complete statement

of the Terms and Conditions applicable to the Program and supersede all prior representations or understandings, whether written or oral.