

Pacific Gas and Electric Company Hourly Flex Pricing Agricultural Pilot Automation Technology Incentive Application Terms and Conditions

These are the Hourly Flex Pricing Agricultural Pilot (Pilot) Automation Technology Incentive Application (AT Incentive Application) terms and conditions (Terms) for Pacific Gas and Electric Company (PG&E) and certain participating Community Choice Aggregators (CCAs) non-residential agricultural customers enrolled, approved, and actively participating in the Pilot (Customers) to receive a financial incentive(s) for eligible Automation Technology (AT Incentive) that aids the Customer in controlling their agricultural electric load(s) located at one or more of the Customer's qualifying facilities with a PG&E service account (Service Account(s)). Automation Technology shall mean each qualifying new purchase and installation of equipment, hardware, software, controls, installation labor, or other such acquired technology that aids the Customer in controlling their electric load in response to the Pilot's dynamic hourly pricing operating at the applicable Service Account(s). Customers may use a single AT Incentive Application to apply for multiple eligible AT Incentives installed at one or more of the Customer's qualifying Facilities provided it meets the requirements as set forth in these Terms.

Therefore, Customer to receive an AT Incentive agrees to meet the Terms below, as they may be amended or updated, from time to time as follows:

I. AUTOMATION TECHNOLOGY ELIGIBILITY

A. Pilot Participation. The Customer must have submitted an HFP enrollment application for each Service Account for which an AT Incentive Application is submitted, or each Service Account for which an AT Incentive Application is submitted must be actively enrolled in the Pilot.

B. Meter. Each Customer Service Account implementing each Automation Technology must have an installed PG&E interval meter.

C. Automation Technology Qualification. Each Automation Technology must meet the following:

- The Automation Technology implemented is new to the Service Account(s). The Automation Technology must be purchased after October 1, 2024, and operational at the time of Incentive Application submittal, but no later than May 31, 2027.
- Automation Technology that are resale products, equipment leased, rebuilt, rented, received from warranty or insurance claims, exchanged, won as a prize, or replacement parts installed in existing equipment are not eligible for an AT Incentive.
- Any Automation Technology equipment must be under manufacturer warranty for a minimum of three years, or through December 31, 2027.
- The Automation Technology must assist the Customer in controlling their electronic load(s) in response to dynamic hourly pricing which shall be solely determined by PG&E. If PG&E determines the assistance requirement is not met, then such Automation Technology will not be eligible for an AT Incentive. Customer may request guidance on AT assistance determination prior to submitting an AT Incentive Application through HourlyFlexPricingSupport@pge.com.

- For every AT Incentive requested, the corresponding Automation Technology must meet the qualifications under these Terms.

D. AT Incentive Application Submittal Date and Service Account(s). AT Incentive Applications must be submitted no later than 90 days after each listed qualifying Automation Technology is installed and operational. Customers that enroll multiple Service Accounts into the Pilot with installed Automation Technology may submit separate AT Incentive Applications for each Service Account, a single AT Incentive Applications for all Service Accounts, or group Service Accounts into multiple AT Incentive Applications at Customer discretion, however, AT Incentives shall be paid at most only once for each installed qualifying Automation Technology.

E. AT Incentive Documentation Requirements. Each listed Automation Technology requires the following identification and documentation be submitted to PG&E:

- A completed and signed AT Incentive Application.
- The Automation Technology receipts, invoices, or other itemized proof of purchase documentations showing the costs for hardware, software, installation, labor, service, and other such related implementation fees. It is preferred that receipts, invoices, or other itemized proof of purchase documentation only include costs directly related to the Automation Technology project costs. In cases when documentation includes non-qualifying costs, any costs not related to the Automation Technology, these costs must be deleted, crossed out, removed, or clearly identified as not part of eligible costs relevant to the AT Incentive being requested. Non-qualifying costs cannot be included as part of the AT Incentive submittal documentation cost totals.
- Photos of each equipment controlled by Automation Technology and its nameplate specifications.
- Photos of each newly installed Automation Technology equipment.

II. AT INCENTIVE CALCULATION AND PAYMENT. The AT Incentive under this Application is calculated as follows:

- This Application's AT Incentive is capped at \$160/kW (of controlled load kW) for the qualifying Automation Technology implemented, not to exceed 100% of actual eligible AT costs.
- The controlled load (kW) used for calculating the AT Incentive cap is based on the controlled load (kW) at the Customer Service Account(s) that the qualifying new Automation Technology is controlling. If a Service Account(s) has multiple equipment loads, only the loads controlled by the new Automation Technology can be used to calculate the AT Incentive cap, at the rate of \$160/kW. Customer loads that do not have newly installed Automation Technology cannot be included in the controlled load (kW). Controlled load is defined as equipment loads that are controlled by newly installed (within 90 days) Automation Technology.

- AT Incentive Applications that include Customer estimates of controlled loads and through actual usage data PG&E determines that the controlled load estimates were over-estimated, PG&E can re-estimate controlled loads and re-calculate the AT Incentive(s). If the AT Incentive has been paid, Customer will be required to refund any such calculated excess amount. Customers can request guidance on determination of controlled load estimates prior to submitting an AT Incentive Application by emailing HourlyFlexPricingSupport@pge.com. AT Incentive Applications that use pump nameplate horsepower to determine controlled load and convert HP to kW (using $kW = 0.746HP$), these kW load estimates will not be subject to re-estimation or re-calculation.
- Each Service Account for which an AT Incentive Application is submitted must be actively enrolled in the Pilot for the AT Incentive to be paid.

III. General Terms and Conditions

A. AUTOMATION TECHNOLOGY DESIGN, INSTALLATION AND PERMITS. Customers are not required to acquire automation technology to participate in the Agricultural HFP Pilot. When customers elect to acquire Automation Technology, they are responsible to acquire, obtain necessary permits, materials, labor, hire appropriate licensed contractor(s), verify applicable workforce standards, and any other requirements for each Automation Technology implemented that must satisfy these Terms. Customers are solely responsible for control of their equipment used during the HFP Pilots. In no event will PG&E require or control such Customer equipment.

B. ACCESS AND INSPECTIONS OF AUTOMATION TECHNOLOGY. Customer agrees to provide to PG&E, and if requested by the California Public Utility Commission (CPUC) staff, access to inspect and verify each Automation Technology implemented.

C. AT INCENTIVE FUNDING. AT Incentives are paid on a first-come, first-served basis until depleted and are provided as directed by the CPUC. Each AT Incentive may not exceed the Automation Technology's cost it is covering.

D. AT INCENTIVE DISQUALIFICATION. AT Incentives are made in consideration of PG&E Ratepayers receiving 100 percent of the related energy savings benefit for the implemented Automation Technology for the duration of the Pilot term that ends on December 31, 2027 (Pilot Term). For Customers who receive or assign their AT Incentive(s) payment, but terminate their participation prior to the Pilot Term, the Customer shall be responsible to refund PG&E the prorated amount of the paid AT Incentive for the time the Customer did not participate in the Pilot.

E. CPUC RIGHTS. These Terms, the AT Incentive offering and amount, and Pilot requirements may be modified at any time without notice at the directive of the CPUC. All information, results, reports, energy usage data, or other related documentation associated with applying for the AT Incentive will be made available to the CPUC upon their request.

F. AUTOMATION TECHNOLOGY DATA. Customer understands and consents to their personal identifiable information, Service Account(s) information, all meter usage data, price, transaction, billing data, related energy usage data, documentation, reports, research results, photographs, digital, and otherwise produced as related to each Automation Technology seeking an AT Incentive under this Application (collectively Automation Technology Data) shall be owned by PG&E.

G. AUTHORIZATION TO RELEASE CUSTOMER AUTOMATED TECHNOLOGY DATA. Customer consents that PG&E may provide Customer Automated Technology Data as required and for the purpose to administer and enable the Customer's ability to apply for the AT Incentive under this Application in accordance with CPUC regulatory and directive requirements. For Customers that receive energy supply from a CCA or Energy Service Provider (ESP), the Customer consents to release the Automated Technology Data for the Customer to its CCA or ESP as needed to administer the pilot.

H. DISCLAIMER. PG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY AUTOMATION TECHNOLOGY IMPLEMENTATION DESIGN, EQUIPMENT, INSTALLATION, OR OTHERWISE USED FOR THE PILOT AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY, INCLUDING THE ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.

I. MISREPRESENTATION. Customer warrants the information Customer has provided and submits to receive an AT Incentive is true and correct. Fraudulent or misleading information will result in the AT Incentive being disqualification or denied. If such AT Incentive has been paid, Customer shall be liable to refund this AT Incentive.

J. LIMITATION OF LIABILITY. In no event shall PG&E be liable for any special, incidental, indirect, lost profits, or consequential damages.

K. TAX LIABILITY. If an AT Incentive is greater than \$600 it may require to be reported as IRS 1099 income.

L. GOVERNING LAW. These Terms shall be construed in accordance with the laws of the State of California and exclusive jurisdiction and venue of the federal and state courts of San Francisco, California to resolve any dispute.

Signature Page

Pacific Gas and Electric Company Hourly Flex Pricing Agricultural Pilot Automation Technology Incentive Application

PG&E Customer Business Name _____

Customer Service Agreement (SA) ID _____

(If multiple SA IDs are included in application, list the first SA ID in Project Info, B7)

Customer HFP Application number _____

(If multiple HFP Application IDs are included, list the first HFP Application ID's in Project Info, C7)

| | | Customer Initials |
|--|--|----------------------|
| Total controlled load: (Main Application, B41) | _____ kW | _____ |
| Total eligible project cost: (Main Application, B42) | \$ _____ | _____ |
| Incentive cap: (Main Application, B43) | \$ _____ | _____ |
| Incentive amount requested: (Main Application, B44) | \$ _____ | _____ |
| Incentive to be paid to (select one): | <input type="checkbox"/> Customer <input type="checkbox"/> 3rd Party payee | _____ |

By signing this you, the PG&E Customer, are agreeing to be legally bound to the attached Automation Technology Incentive Application Terms and Conditions to receive Automation Technology Incentives. If you designated an optional third-party Payee in the Application, you are agreeing to assign your Automation Technology Incentive payment to the Payee.

Authorized Customer Signature _____

Customer Name (print) _____

Date _____