

## **AGRICULTURAL AND COMMERCIAL/RESIDENTIAL CUSTOMER HOURLY FLEX PRICING PILOT PARTICIPATION AGREEMENT TERMS AND CONDITIONS**

Pacific Gas and Electric Company (PG&E) and certain participating Community Choice Aggregators (CCAs) are introducing for eligible agricultural, business, and residential customers (Customers) new three-year Hourly Flex Pricing (HFP) Pilots (Agricultural HFP Pilot or Commercial/Residential HFP Pilot, collectively referred to as the HFP Pilot(s)). The HFP Pilots enable qualifying Customers that enroll to receive hourly electricity prices, schedule their energy usage, and lower their cost by shifting their energy usage to hours of the day when energy prices are lower.

To participate in the Agricultural or Commercial/Residential HFP Pilot, the qualifying Customers must agree to be bound by these HFP Pilots Participation Agreement (Agreement) terms and conditions (Terms), as may be amended, updated, or replaced from time to time as follows:

### **1. CUSTOMER ELIGIBILITY**

Customer. The Customer, their property, and its utility account information (Property), on the Customer's HFP Pilot's enrollment application (Application) must be: 1) an agricultural, business, or residential bundled PG&E Customer for generation and distribution services or 2) an agricultural, business, or residential unbundled customer in PG&E's service territory served by a CCA for generation services.

Smart Meter™. Customer's Property has a working read remotely Smart Meter for electric service.

Rate Plans. Customers must be on an eligible rate plan as described below or must switch to one of the eligible rate plans prior to the relevant Pilot's enrollment and approval.

Other Pilot Eligibility Rules. The only Demand Response (DR) programs that Customers can dually enroll with this Pilot are Smart Rate, Peak Day Pricing, and the Emergency Load Reduction Pilot Subgroup A1, A3, and A6. PG&E bundled Customers must not be enrolled in Green Saver, Local Green Saver, Regional Renewable Choice, or Solar Choice programs.

Prohibited Dual Participation. Customers cannot be in a Pilot and one of these programs:

- Base Interruptible Program, Capacity Bidding Program, DR Automation Mechanism DR Resource Adequacy Contracts, Demand Side Grid Support
- Flex Market Pilot
- Emergency Load Reduction Program Subgroup A2, A4 and A5, Subgroup B
- Optional Binding Mandatory Curtailment, Scheduled Load Reduction Program
- Any supply-side DR programs or event-based load-modifying programs, regardless of the Load Serving Entity

Customer Pilot Acceptance. Customers accepted to participate in the HFP Pilots will receive written confirmation to the email address provided in the Customer's HFP Pilots Application.

Maintaining Pilot Eligibility. PG&E will un-enroll the Customer from the HFP Pilots if the Customer takes actions resulting in the Customer's non-compliance of this Agreement's HFP Pilots participation requirements which may include, but is not limited to, changing rates to an ineligible rate, or enrolling in an ineligible third party, PG&E, or CCA DR program.

Automation Service Provider (ASP). Customers may, but are not required, to contract with an ASP during their HFP Pilots participation. Customer and their ASP are sole responsible for any acquisition, installation, and/or remote controlling of equipment used during the HFP Pilots. In no event will PG&E require, have access, or control such Customer equipment.

### **2. AGRICULTURAL AND COMMERCIAL/RESIDENTIAL PARTICIPATION REQUIREMENTS**

Energy Costs. The HFP Pilots final hourly electricity prices for the following day are posted daily at 4:00pm Pacific time. On some occasions, primarily due to grid emergencies, prices will be updated again prior to 6:00pm Pacific time. Customers participating in the HFP Pilots can plan, coordinate, or adjust their energy use during the day to coincide with times when prices are lower.

Customer Billing Statement. Customers enrolled in the HFP Pilots will continue to receive and pay their regular monthly PG&E energy statement with energy charges based on the Customer's current rate plan. Customers will subsequently receive a monthly supplemental HFP Pilot billing statement, HFP Monthly Performance Report, that indicates

their billing performance while participating in the HFP Pilots, including a running total of the Customer's year-to-date charges.

**Bill Protection and Credit.** In the event a Customer's HFP Pilots performance after 12 months indicates their cumulative charges over this period are lower on the HFP Pilot compared to the Customer's 12 months' current rate plan, the Customer will receive a credit for the difference. However, if the Customer's HFP Pilot's performance after 12 months indicates their HFP Pilot charges would be higher than the Customer's current rate plan, Customer will not be charged for the difference. Customers on a Net Energy Metering (NEM) plan entitled to a credit will receive the credit at the time of the Customer's existing NEM true-up period.

**Pilot Evaluation.** The California Public Utilities Commission (CPUC), in making funding available to implement the Pilot, requires selected Customers participate in Pilot evaluation activities that are conducted by the CPUC's independent evaluators. If selected, Customer agrees to participate in evaluation activities which may include participating in an interview with the evaluator or otherwise responding to questions, surveys, or other similar correspondence.

#### **a. AGRICULTURAL PILOT SPECIFIC PARTICIPATION REQUIREMENTS**

**Agricultural Pilot Rate Plans.** The Customer must be on or switch to an eligible rate plan below prior to their Agricultural Pilot enrollment and approval.

- Ag < 35 kW Low Use (AG-A1)
- Ag < 35 kW High Use (AG-A2)
- Ag 35+ kW Medium Use (AG-B)
- Ag 35+ kW High Use (AG-C)

**Technology Incentive.** Customers may be eligible for a one-time Technology Incentive for incremental or new technology hardware, installation and/or integration costs that aid Customers in the Agricultural Pilot. Customer may request their Technology Incentive be paid directly to their technology vendor (Vendor) that provided the technology equipment, installation, or integration that qualified the Customer to receive this incentive. Software or hardware use or installation is not an Agricultural Pilot requirement, but rather is a condition to receiving a qualifying Technology Incentive.

**Incentive Disqualification.** Technology Incentives are made in consideration of PG&E ratepayers receiving 100 percent of the related energy savings received from the Customer's Agricultural Pilot participation. Customers whose participation is terminated before the HFP Pilots Term Date as defined below, will be responsible to refund PG&E a prorated amount of the Technology Incentive for the time PG&E did not receive their participation energy savings.

**Polaris Web Application.** At no cost to the Customer, PG&E contracted with Polaris Energy Services to provide a web application that can enable Customers to view hourly energy prices, purchase additional energy, and/or sell excess energy to meet their energy needs. This Polaris application also calculates and displays the HFP Monthly Performance Report. Customers who use the Polaris web application must agree and accept the Polaris terms of use.

#### **b. COMMERCIAL/RESIDENTIAL SPECIFIC PILOT PARTICIPATION REQUIREMENTS**

**Commercial/Residential Pilot Rate Plans.** The Customer must be on or switch to an eligible rate plan below prior to their Commercial/Residential Pilot enrollment and approval.

- Business Low Use Alternative (B6), not enrolled in Standby
- Business Medium Use (B10), not enrolled in Standby
- Business Medium-High Use (B19), not enrolled in Standby
- Business High Use (B20), not enrolled in Standby, Option R, or Option S
- Electric Home (E-ELEC)
- Home Charging (EV2-A)

No Technology Incentive. The Commercial/Residential Pilots do not offer any Technology Incentives. However, for other incentives availability from PG&E, see <https://www.pge.com/en/save-energy-and-money/rebates-and-incentives.html>.

**3. TERM AND TERMINATION.** The HFP Pilot begins upon the date the Customer receives their HFP Pilots enrollment approval and ends December 31, 2027 (HFP Pilots Term Date), unless terminated sooner. PG&E or Customer may terminate this Agreement at any time by providing the other party written notice. For Customers participating in the Agricultural Pilot that received a Technology Incentive, and their termination occurs prior to the HFP Pilots Term Date, the Customer will be subject to a prorated refund of the Technology Incentives as set forth under the Incentive Disqualification provision.

**4. CUSTOMER CONSENT TO RELEASE ITS CUSTOMER DATA.** Customer consents to PG&E receiving, using, processing, storing, and copying Customer's personal identifiable information, such as name, premise location and address, account number, energy usage, interval data, price, transaction, billing data, and other similar or related information obtained from the Customer's participation in the HFP Pilots, (collectively referred to as Customer Data), to enable PG&E to perform its administrative and regulatory requirements to implement the HFP Pilots. Customers that receive their energy supply from a CCA or Energy Service Provider (ESP), the Customer consents that PG&E may release their Customer Data to its CCA or ESP and may provide certain Customer Data to its technology provider(s) and ASP(s) the Customer designates, if any required for the purpose to enable the Customer's ability to participate in the HFP Pilots.

**5. GENERAL TERMS.**

NO WARRANTY. PG&E makes no warranty or representation and assumes no liability with respect to equipment acquired, installed, or used by Customer's as part of their participation in the HFP Pilots with respect to its design, quality, safety performance, operational capability or reliability and expressly disclaims any such warranty or liability, including warranties of Merchantability and Fitness For Any Particular Purposes.

CPUC AUTHORITY. This Pilot may be modified, from time to time, by PG&E and/or the CPUC and all Customer Data will be made available upon their request. PG&E shall not be liable for any Customer Data disclosure by the CPUC.

PG&E PRIVACY POLICY. Privacy is a priority for PG&E and every reasonable effort will be made to protect your personal information. PG&E's Privacy Policy and Notice of Accessing, Collecting, Storing, Using and Disclosing Energy Usage Information ("Privacy Policy") covers PG&E, its employees, agents, contractors, and affiliates, and is effective October 1, 2014. PG&E treats customer personal identifiable information, also referred herein as the Customer Data, as confidential, consistent with all legal and regulatory requirements established by the CPUC and other regulatory agencies and as set forth in this Agreement. For information on PG&E's Privacy Policy, visit <http://www.pge.com/privacy>

LIMITATION OF LIABILITY. PG&E shall have no liability resulting from any acts, omissions, or representations made by Customer's CCA, ASP, Vendor, ESP, or other such representative in connection with their functions and/or other obligation to the Customer related to the HFP Pilots. In no event shall Customer or PG&E be liable for any special, consequential, indirect, or punitive damages under this Agreement.

GOVERNING LAW. Any disputes arising out of or relating to these Terms shall be governed by and construed under the laws of the State of California, without reference to its conflicts of law provisions.

ENTIRE AGREEMENT. These Terms are the entire agreement between PG&E and Customer concerning the HFP Pilots participation requirements.

NO ASSIGNMENT. This Agreement may not be assigned by Customer absent PG&E's written consent.

SEVERABILITY AND WAIVER. If any provision under this Agreement is invalid or unenforceable, the remaining provisions will remain in full force and effect.

SURVIVAL. Termination of this Agreement will not affect the obligations and rights under these Terms, which are intended to survive such termination.