

EV Fleet Program Terms and Conditions (“Contract”)

Definitions

As used in this Contract, the following terms have the following meanings:

Disadvantaged Community: Census tracts in PG&E’s service territory with a top quartile score according to California Environmental Protection Agency’s CalEnviroScreen 3.0, or current version.

EV Service Connection: Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers, and associated substructures from the utility distribution system. Also referred to as “To the Meter” (TTM) infrastructure.

EV Supply Infrastructure: Infrastructure from the meter (“but not including the meter”) to the parking space, which may include an electrical panel, cable, and conduit necessary to deliver power to the parking space. Also referred to as “Behind the Meter” (BTM) infrastructure.

Electric Vehicle Supply Equipment (EVSE): Equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle chargers, connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the Premises wiring to the electric vehicle.

EVSE Package: EVSE hardware, software, and network services.

EV Service Provider (EVSP): A company that provides EV charging solutions to Customer, including but not limited to network services, billing, and customer support.

Operation and Maintenance (O&M): O&M includes, but is not limited to, network fees, resetting of breakers, replacement of parts, and associated services necessary to keep the EVSE and/or EV Supply Infrastructure operational.

Premises: Premises includes all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of or adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served. All Premises must be reviewed by PG&E to determine where service could be provided and at what cost. PG&E may agree to include some or all of the Premises in the EV Fleet Program. Multiple Premises may be listed in Exhibit A.

Rate Plan: The PG&E electric rate that Customer pays for using EVSE. Detail on PG&E rates and eligibility criteria can be found at www.pge.com/tariffs.

Customer: The entity participating in the EV Fleet Program that owns, leases, or manages the Premises where the EVSE Packages are installed. Customer will receive the bill for the energy delivered to the EVSE Package.

Specific Terms

Acknowledgement and Term: All parties agree to abide by the terms and conditions of this Contract for participation in the EV Fleet Program (part of California Public Utilities Commission, or “CPUC”, Decision Number 18-05-040 issued May 31, 2018), including all requirements included by reference. The duration of this Contract (the “Term”) will commence on the date Customer’s EVSE Package becomes operational and will continue in effect for ten (10) years thereafter (unless otherwise earlier terminated pursuant to the terms herein). PG&E will inform Customer in writing when the EVSE Package becomes operational.

Ownership: Customer has two options for ownership of EV Supply Infrastructure. Ownership of other components is listed below for reference. Sections in this Contract labeled “Customer Owned EV Supply Infrastructure” or “PG&E Owned EV

Supply Infrastructure” will apply depending on the ownership option a Customer selects. Customer should indicate their ownership option in the Cover Letter provided to the customer. All other terms are common to both ownership options.

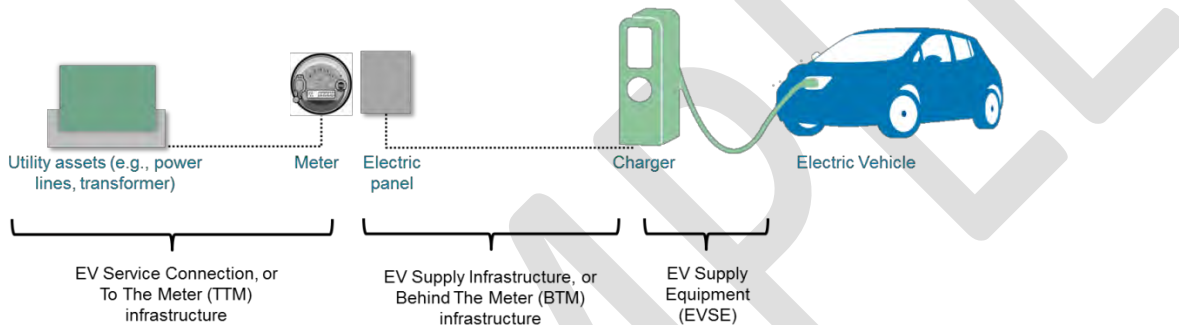
EV Service Connection: PG&E always constructs, owns, operates, and maintains the EV Service Connection. PG&E may opt to utilize existing infrastructure, including customer-owned conduits, in order to minimize project costs. This will be indicated in the accompanying Preliminary Design.

EV Supply Infrastructure: Customer has two options for EV Supply Infrastructure ownership:

1. PG&E Owned: PG&E constructs, owns, and maintains the EV Supply Infrastructure. PG&E covers costs in accordance with CPUC requirements.
2. Customer Owned: Customer is responsible for construction and maintenance of EV Supply Infrastructure and receives an incentive in accordance with CPUC requirements.

EV Supply Equipment (EVSE): Customer always installs, owns, operates, and maintains the EVSE.

High level EV infrastructure configuration and terminology



Selection of EVSE Package: Upon approval of application by PG&E, Customer shall select and procure an EVSE Package from the PG&E approved list of qualified vendors. PG&E will share qualified vendor list with Customer. Customer shall install, operate, and maintain the number and type of the EVSE Package, associated equipment, and signage as selected by Customer and approved by PG&E. Customer acknowledges that PG&E makes no representations regarding manufacturers, dealers, contractors, materials, or workmanship of the EVSE Package. Customer agrees that PG&E has no liability whatsoever concerning the quality and safety of such EVSE Package. At PG&E sole discretion, Customer may use an EVSE Package that is not on the approved list of qualified vendors. If EVSE Package is not on the approved list of qualified vendors, EVSE Package must be compliant with minimum requirements. These minimum requirements are attached to this Contract, as applicable. Customer agrees to provide all information requested by PG&E about non-approved EVSE Packages, including but not limited to technical and safety specifications.

EVSE Rebate: Customer may qualify for a rebate of EVSE, in accordance with the CPUC requirements. Rebate amounts will vary in accordance with the CPUC requirements. Rebates will be paid after (1) Customer provides proof of purchase of EVSE Package, (2) at PG&E discretion PG&E inspects the installation of the EVSE and the physical location, and (3) the EVSE is operational. Any EVSE acquired after the EV Fleet Program implementation window (currently 2024) will not be eligible for rebate.

Additional Services from EVSP: Separate and apart from the application and PG&E’s obligations under the EV Fleet Program, the EVSP selected by Customer may offer and contract directly with the Customer to provide any additional or complementary services, as long as these services do not interfere with the objectives of the EV Fleet 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 PG&E, unless they are complementary services necessary to support the EV Fleet Program objectives and are approved by PG&E in writing.

EV Drivers’ Right to Access: Customer shall not restrict access to or use of the EVSE for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. However, Customer may decide to make the EVSE available only to its employees, tenants, or lessors; under the terms of the EV Fleet Program, Customer decides whether to make the EVSE available to other 3rd parties.

Accessibility Requirements: The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. Customer understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Customer 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.

Easement Requirement: An easement may be required to maintain PG&E owned facilities. PG&E will use existing easements when possible to minimize encumbrances on Customer property. If a new easement is required, access rights will follow standard utility requirements for providing electrical service. PG&E will determine if a new easement is required when Customer application is evaluated and will communicate that to Customer. If Customer does not wish to grant an easement for one or more Premises, PG&E may remove those Premises from the EV Fleet program. If Customer accepts easement requirements, Customer agrees to grant PG&E an easement for the installation of EV Service Connection and EV Supply Infrastructure. If the EV Service Connection must cross property owned by a third party to serve Customer, PG&E may, at its option, install such EV Service Connection after appropriate rights of way or easements, satisfactory to PG&E, are obtained without cost to PG&E. Customer agrees to sign and return easement to PG&E within 30 days of receipt. If the Customer does not respond within 30 days, PG&E reserves the right to rescind Customer's participation in the EV Fleet Program. Upon termination of the Contract, PG&E shall upon written demand therefor execute and deliver to Customer a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Customer expense.

EVSE O&M: The Customer is required to maintain the EVSE for the Term. Customer will pay all O&M costs associated with the EVSE. Customer shall maintain a consistent uptime at the direction of PG&E for EVSE installed. Customer shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EVSE. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance on PG&E owned infrastructure. PG&E will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to Premises. Customer will immediately shut down chargers if there is a safety issue.

Billing: Customer will be the PG&E Customer and will be served according to the applicable Rate Plan. As the Customer, Customer will be responsible for paying the PG&E bill.

Compensation: Under no conditions shall Customer or EV Drivers receive compensation of any kind (including but not limited to: cash, in-kind services, or otherwise) for any duties or requirements provided for in this Contract or for participation in any way as part of the EV Fleet 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.

Changing Rate Plan: Customer may change Rate Plan during the Term but must remain on a retail PG&E rate for the duration of the Term. If Customer switches to a non-retail PG&E rate during the Term, Customer shall bear the full cost and sole expense, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design, and installation.

Reliability: PG&E does not guarantee uninterrupted service. Customer may pursue options to ensure that any impact to Customer operations from potential loss of power is sufficiently mitigated. Customer is responsible for the cost of any supplemental solutions to improve reliability.

Expansion of EVSE Installation: Customer may add more charging ports to their installation in the future, in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Customer must coordinate with PG&E prior to any approved installation extension. Any installations or related work performed outside of EV Fleet program will be at Customer's expense and its liability.

EVSE Replacement: Customer may replace their EVSE during the Term. Customer must notify PG&E ahead of replacement to ensure infrastructure can accommodate the additional load and new EVSE complies with necessary CPUC requirements for the program. If adequate infrastructure does not exist, Customer must request increased capacity in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Any replacements will be at Customer's expense and its liability.

Vehicle Purchase Plans: PG&E will work with Customer to understand its fleet electrification plans and may install

infrastructure to support future vehicle purchases. In Exhibit A, Customer will provide the number, type, and charging levels of electric vehicles that will be used at the Premises over time to justify the requested infrastructure. At PG&E discretion, during the Term PG&E may request evidence that Customer is operating these vehicles and associated charging in accordance with its electrification plan. If Customer is not operating vehicles consistent with its electrification plans, at PG&E discretion, Customer may be responsible for PG&E costs associated with installing the excess infrastructure. This includes costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as costs of equipment, site design and installation. Customer may, at any time within the Term request from PG&E projected and final costs associated with this. If Customer wishes to change its plan, Customer must provide a modified plan to PG&E. This modified plan must be mutually agreed upon by PG&E and Customer. Customer may opt to replace these vehicles with similar equipment but must operate the number and type of vehicles outlined in the electrification plan. Vehicles that are leased must be replaced with similar equipment upon termination of the lease duration.

If Customer is not the party responsible for purchasing or leasing the vehicles indicated in Exhibit A, they will acquire and provide such proof from the responsible party including the number, type, and charging levels of electric vehicles that will be used at the Premises over time to justify the requested infrastructure. Customer is responsible to provide evidence of vehicle operation and associated charging during this term in accordance with the indicated electrification plans. If vehicles are not operating consistent with the indicated electrification plans, at PG&E discretion, Customer may be responsible for PG&E costs associated with installing the excess infrastructure. This includes costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as costs of equipment, site design, and installation.

Project Scope: Customer acknowledges that:

- Customer agrees to the high-level project scope listed in Exhibit A;
- Upon execution of this Contract, PG&E will begin incurring design fees and costs as Customer project moves forward;
- If Customer withdraws from the program, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of this Contract including, but not limited to, design cost, site walk costs, etc.;
- PG&E will conduct a site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel Customer participation in the program; and
- If Customer does not submit required documentation (e.g., signed easement if needed) in a timely manner, then PG&E may grant extensions by request but reserves the right to waitlist Customer application and/or cancel participation in the program.

External Funding Sources: Customer understands that the total infrastructure and EVSE rebate and incentive amounts the Customer receives from all sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer, or otherwise, cannot exceed Customer's total cost of purchasing the EVSE, installing the EVSE, and constructing the EV Supply Infrastructure.

Customer agrees to keep records of all infrastructure and EVSE incentives and rebates received for Customer's EV Fleet project. Customer understands that PG&E may request and review said records up to one year after project completion date. If rebates and incentives received exceed incurred project cost, PG&E may inform all other funding sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer, or other, of the violation, including the name of the Customer, a description of the project, and details regarding the excessive rebates and incentives.

Customer Owned EV Supply Infrastructure Section

EV Supply Infrastructure Incentive: Customer qualifies for an incentive towards the cost of EV Supply Infrastructure if they choose to own and maintain the EV Supply Infrastructure. Incentive amounts will vary in accordance with the CPUC requirements. Incentive will be paid after (1) Customer provides proof of actual EV Supply Infrastructure construction cost, (2) EV Supply Infrastructure construction is complete, (3) the EVSE is operational.

Installation of EV Service Connection: PG&E and/or its contractors shall design and construct the EV Service Connection in compliance with the terms of this Contract, as well as all applicable local, state, and federal laws and regulatory requirements. Customer is responsible for providing all disclosures, including but not limited to hazardous materials located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to

Customer prior to preparation of easement for Customer review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection as needed. It will be the Customer's responsibility to provide a preliminary design of the EV Supply Infrastructure and associated electrical loads so that PG&E can provide the associated EV Service Connection design. PG&E and Customer will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Customer. After the EVSE is operational, Customer may request a copy of "as built" designs, which will be provided by PG&E.

Installation of EV Supply Infrastructure: The Customer and/or its contractors shall construct the EV Supply Infrastructure and install the EVSE in compliance with the terms of this Contract, as well as all applicable local, state, and federal laws and regulatory requirements, including PG&E requirements found at www.pge.com/greenbook. The Customer is responsible for (i) the costs to construct the EV Supply Infrastructure, (ii) the purchase of the EVSE Package, and (iii) installation of the EVSE. After the EVSE is operational, Customer receives incentive for EV Supply Infrastructure in accordance with terms of this Contract.

EV Supply Infrastructure O&M: If Customer owns the EV Supply Infrastructure, Customer is responsible for O&M of the EV Supply Infrastructure for the Term. Customer will pay all O&M costs associated with the EV Supply Infrastructure. Customer shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to Premises.

Access to Customers Premises: PG&E shall at all times have the right to enter and leave the Customer's Premises for any purpose connected with the furnishing of electric service to the EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Customer does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Service Connection until access is granted. PG&E will work closely with Customer to ensure this access does not unreasonably interfere with Customer's property or operations.

End of Term: At the end of the Term, the Customer will have the following options:

1. Continue operating EVSE and EV Supply Infrastructure
 - o Customer has continued responsibility for O&M of EVSE and EV Supply Infrastructure.
 - o If an easement was required for installation, easement remains in place.
 - o PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
2. Stop operating EVSE and EV Supply Infrastructure
 - o Remove the EVSE and/or EV Supply Infrastructure at Customer's cost and expense.
 - o If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
 - o PG&E will require access to any energized PG&E facilities. If EV Service Connection serves other load or assets, for example building load or solar, PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and abandon facilities in place.

PG&E Owned EV Supply Infrastructure Section

Installation of Equipment: PG&E and/or its contractors shall design and construct the EV Service Connection and EV Supply Infrastructure in compliance with the terms of this Contract, as well as all applicable local, state, and federal laws and regulatory requirements. Customer is responsible for providing all disclosures, including but not limited to hazardous materials located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Customer prior to preparation of easement for Customer review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection and EV Supply Infrastructure as needed. After Customer approval of the preliminary design, PG&E will coordinate with the Customer if there are any proposed material changes. A final design with no material changes from the agreed upon design will be provided by PG&E prior to any installation activities. PG&E and Customer will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Customer. An estimated installation schedule shall be provided by PG&E after execution of required easement and timely selection of EVSE Package. Should the installation schedule require modification, PG&E shall notify Customer within a reasonable amount of time of such changes. PG&E is responsible for the costs to construct the EV Supply Infrastructure. The Customer is responsible for (i) the purchase of the EVSE Package and (ii) installation of the EVSE. Upon completion of installation of the EVSE, the Customer understands and acknowledges that it will be responsible for the O&M of the EVSE installed through the EV Fleet Program. After the EVSE is operational, Customer may request a copy of "as built" designs, which will be provided by PG&E.

EV Supply Infrastructure O&M: If PG&E owns the EV Supply Infrastructure, PG&E is responsible for O&M of the EV Supply Infrastructure for the Term. PG&E will pay all O&M costs associated with the EV Supply Infrastructure. Customer shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to Premises.

Access to Customers Premises: PG&E shall at all times have the right to enter and leave the Customer's Premises for any purpose connected with the furnishing of electric service to the EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Customer does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Service Connection until access is granted. PG&E will work closely with Customer to ensure this access does not unreasonably interfere with Customer's property or operations.

End of Term: At the end of the Term, the Customer will have the following options:

1. Continue operating EVSE
 - o Customer has continued responsibility for O&M of EVSE.
 - o If an easement was required for installation, easement remains in place.
 - o PG&E continues to own EV Service Connection and EV Supply Infrastructure and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
2. Stop operating EVSE
 - o Remove the EVSE at Customer's cost and expense.
 - o If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
 - o PG&E will require access to any energized PG&E facilities. If EV Service Connection and/or EV Supply Infrastructure serves other load or assets, for example solar, PG&E continues to own EV Service Connection and/or EV Supply Infrastructure and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection and/or EV Supply Infrastructure serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and EV Supply Infrastructure and abandon facilities in place.

General Terms

Permission to Use Data: Customer agrees to allow PG&E and its agents and representatives to use data gathered as part of the EV Fleet Program (including usage data from the EVSE and EVSE performance data supplied directly to PG&E from the EVSP) (“Usage Data”) for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations. Usage Data furnished to PG&E by the EVSP will not include any personal information as defined for the purposes of California privacy laws (including the California Privacy Rights Act, as amended (“CPRA”). Any such personal data will be deidentified (as defined by CPRA) before it is provided to PG&E. Notwithstanding the foregoing, Customer acknowledges that PG&E is required to disclose location data at census tract or 5-digit zip code level as part of its regulatory obligations to report aggregate data. Although such locations will not be identified as Customer locations in the aggregated and anonymous data disclosed by PG&E, a third party could potentially associate Customer with disclosed locations by reference to other facts and data sources.

Representations: Customer understands that its participation in EV Fleet Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Customer, PG&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. Customer represents and warrants that it is either (i) the fee title owner and has the ability to grant an easement (if required), or (ii) it is the authorized manager of the proposed EV Fleet Program site working with the fee title owner, it has the power, authority, and capacity to bind itself to undertake the EV Fleet Program terms and conditions and to perform each and every obligation required of Customer, and such fee title owner has the ability to grant an easement (if needed).

Changes: PG&E may initiate changes to the EV Fleet Program as necessary to comply with CPUC directives. PG&E shall endeavor to provide Customer with advance notice of any such changes. Customer has the option to opt out of the Program subject to section “Customer Removal or Termination” below.

Compliance with Laws: All parties 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 EV Fleet Program and/or Customer’s interactions with customers in connection with the EV Fleet Program.

Failure to Comply with Terms and Conditions: Without limitation, and to the greatest extent allowed by law, PG&E and Customer reserve the right to seek damages and recovery for losses incurred due to any breach of this Contract on the part of Customer or PG&E, whether intentional or unintentional.

Relocations: Should Customer request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Customer and in accordance with any EV Fleet Program requirements, laws, regulations, or other applicable jurisdictional requirements. Additionally, if applicable and requested by PG&E, Customer shall either amend the easement to include the legal description of the new location or enter into a new easement with PG&E.

PG&E Termination or Suspension: PG&E may terminate, or for any duration suspend, Customer’s participation in the EV Fleet Program, with or without cause, at any time, and for any reason, with reasonable advance notice. Such reasons may include but are not limited to failure to provide or maintain terms of easement, failure to abide by EV Fleet Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the EV Fleet Program or PG&E’s ratepayers.

Customer Removal or Termination: Should Customer request removal or termination of EVSE or parts thereof prior to expiration of the Term, then Customer shall bear the full cost and sole expense of such removal as well as all fees and costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design, and installation. Customer may, at any time within the Term, request from PG&E projected and final costs associated with such a removal request. Such costs will include all amounts paid by PG&E, divided equally over a ten-year period (e.g., if amounts total \$100k and Customer leaves after 1 year it is responsible for \$90k). If the Customer wishes to assign its rights and obligations of this Contract to a new Customer prior to the expiration of the Term, the new Customer may assume all rights and obligations for the remaining Term with PG&E consent. Such consent not to be unreasonably withheld.

Indemnification: Customer shall indemnify, hold harmless, and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of PG&E or Customer; (ii) injury to property or other interests of PG&E, Customer, or any third party; (iii) violation of a local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury,

violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Customer's performance of, or failure to perform, this Contract. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the negligence or willful misconduct of PG&E, its officers, managers, or employees.

Customer shall, on PG&E's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to PG&E. Customer shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract. PG&E represents and warrants that it has indemnification language in its contract with any third party who PG&E may send to perform work on Customer's physical site. PG&E agrees to work closely with Customer on any concerns that may arise related to the party who will perform work on Customer's physical site.

Insurance Requirements: Customer shall procure, carry, and maintain the following insurance coverage, and Customer is also responsible for its Subcontractors maintaining sufficient limits of the appropriate insurance coverage:

A. Personal Liability

1. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, property damage and personal injury.
2. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents, and employees with respect to liability arising out of work performed by or for the Customer; b) Be endorsed to specify that the Customer insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

B. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws, or statutes, state or federal, where Customer performs Work.
2. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death in each accident.

C. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
2. The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury.
3. Coverage shall: a) by "Additional Insured" endorsement add as insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents, and employees with respect to liability arising out of or connected with the Work performed by or for the Customer. (ISO Form CG2010 or equivalent is preferred.) In the event the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents, and employees with respect to liability arising out of the work performed by or for the Customer are additional insureds under a blanket endorsement."; b) be endorsed to specify that the Customer's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

D. Documentation Requirements

1. Customer shall have all insurance in place before beginning any Work. Upon request, Customer shall furnish PG&E with certificates of insurance, declaration pages and endorsements (collectively, "Documentation") of all required insurance. Documentation shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf.
2. The insurer shall deliver notification to PG&E in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date.
3. PG&E may inspect the original policies in Sections A or B or require copies at any time. Customer/Owner may redact non-essential exposure information from copies.
4. The minimum liability insurance requirements established in this Contract are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements in any way limit Customer's liability under this Contract.
5. Upon request, Customer shall furnish PG&E the same evidence of insurance for its Subcontractors as PG&E requires of Customer.



Dispute Resolution: After attempting in good faith to resolve a dispute, a party may request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

No Partnership: This Contract shall not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor shall this Contract render PG&E and Customer liable as partners, co-ventures, or principals.

Enforceability: If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction, PG&E and Customer shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.

Integration: This Contract, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Contract. This Contract has been induced by no representations, statements, or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties, or representations with respect to the subject matter of this Contract.

Survival: The provisions of this Contract, which by their nature should survive expiration, cancellation, or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics, and availability of information, shall survive such expiration, cancellation, or other termination.

Notice: Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to PG&E:

Pacific Gas and Electric Company
Attn: EV Fleet Program Manager
77 Beale St
San Francisco, CA 94105
Email Address: EVChargeNetwork@pge.com

If to Customer:

Customer Address (Company Name)

City/State/Zip (Street Address)

(City, Zip)

(Name)



Clean Energy Transportation
Pacific Gas and Electric Company
77 Beale Street
San Francisco, CA 94105

The Parties have executed this Contract on the dates indicated below, to be effective upon the later date.

Company Name	Pacific Gas and Electric Company PG&E Company Name
Signature	Signature
Print	Print
Title	PG&E Contract Signer Title
Date	Date

SAMPLE

EXHIBIT A

PROJECT SCOPE

[Street Address], [City], [State] [Zip Code]

Project Deployment Summary

Vehicle Summary

Description	2022	2023	2024	2025	2026	Total
[Vehicle Type]	[# of Vehicles/year]	[# of Vehicles/year]	[# of Vehicles/year]	[# of Vehicles/year]	[# of Vehicles/year]	[Total # of Vehicles]

Charger Summary

Description	2022	2023	2024	2025	2026	Total
[EVSE Type/Model #]	[# of EVSEs/year]	[# of EVSEs/year]	[# of EVSEs/year]	[# of EVSEs/year]	[# of EVSEs/year]	[Total # of EVSEs]
Anticipated Load (kW)	[Anticipated Load (kW) /year]	[Anticipated Load (kW) /year]	[Anticipated Load (kW) /year]	[Anticipated Load (kW) /year]	[Anticipated Load (kW) /year]	[Total Anticipated Load (kW)]

EVSE Power Output Constraints

If a load management system will be implemented, it must act to maintain total aggregate charging load below **[Load cannot exceed kW]** kW. Before design is completed, the customer will also need to provide a letter describing the load management system selected.

Service Description	
Main Service Size (Amps)	[Main Service Amps]
Voltage and Phase	[Voltage and Phase]

Appendix A

PG&E EV FLEET PROGRAM PARTICIPANT DATA REPORTING REQUIREMENTS

EV Fleet program participants are required to provide site, equipment, and utilization data for at least 5 years from the time chargers are operational.

Sites are required to install chargers with Application Program Interface (API) communication capability. Sites with off-road vehicles are excluded from this requirement but must install a separate meter that is dedicated for EV charging.

Below are the data and metrics that may be collected by PG&E through the API. PG&E will contact EVSPs after EVSEs are activated to initiate API testing. Upon activation, Customer must give consent to their EVSP to provide API data to PG&E and its agents and representatives.

SAMPLE

Table 1. Data collected from API

Category	Metrics
Site	<ul style="list-style-type: none"> • Pricing Structure (\$/kWh, \$/hour, subscription, free, flat fee, other) (for public charging stations only) • Street Address • City • State • Zip Code
Equipment	<ul style="list-style-type: none"> • EVSE Manufacturer • EVSE Model • EVSE Model number • EVSE Serial Number • EVSE ID (for public charging stations only) • Demand Max (Maximum rated kW for each EVSE) • Number of ports on associated EVSE • Gateway or non-gateway
Sessions Data for each charging session that occurs at the site	<ul style="list-style-type: none"> • Maximum rated kW of each port • Start date and time of session • End date and time of session • Equipment outages • Reason for outage • Date and time of when outage started • Date and time of when outage ended • Number of kWh consumed during the session • Average demand (kW) per session • Maximum demand (kW) per session • Total dollar amount charged to the driver for the charging session (for public charging stations only) • Demand charge (\$/kW) (for public charging stations only) • Payment type (for public charging stations only) • Anonymous unique driver ID for each driver/user • Vehicle Make • Vehicle Model • Vehicle Year • Vehicle Type (BEV, PHEV)
Session Intervals 15-minute interval data for each charging session	<ul style="list-style-type: none"> • Start date and time of interval • End date and time of interval • Number of kWh consumed during the session interval • Average demand (kW) per session interval • Maximum demand (kW) per session interval
Port Intervals 15-minute interval data for each port each day (96 intervals/port/day)	<ul style="list-style-type: none"> • Start date and time of interval • End date and time of interval • Number of kWh consumed during the interval • Average demand (kW) per interval • Maximum demand (kW) per interval

Appendix B

CPUC'S SAFETY REQUIREMENTS CHECKLIST FOR CPUC-APPROVED TRANSPORTATION ELECTRIFICATION PROGRAMS

SAMPLE

SAFETY REQUIREMENTS CHECKLIST FOR CPUC-APPROVED TRANSPORTATION ELECTRIFICATION PROGRAMS

[Note: Each sponsoring utility must ensure that the following Pre-construction, Construction, and Operational standards are met and report on their compliance at quarterly Program Advisory Council meetings. These requirements are the minimum safety precautions the utilities should meet.]

Terminology Defined¹

Acronym	Definition
EV	Electric Vehicle
UL	Underwriters Laboratory
EVSE	Electric Vehicle Supply Equipment safely connects the AC electricity grid at a site to the EV. Sometimes used more broadly to refer to the charging equipment, not including the make- ready infrastructure or other charging infrastructure. May include multiple connectors to charge several EVs or to serve EVs with different types of connectors (e.g., SAE CCS and CHAdeMO)
SAE	Society of Automotive Engineers
ADA	Americans with Disabilities Act
AHJ	Authority Having Jurisdiction, as defined by Article 100 of the 2017 National Electric Code: An organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure. ²
J-1772 Standard	An SAE standard for electrical and physical interface to facilitate a safe connection from the EVSE for conductive charging

¹ See D.18-01-024 at Appendix A.

² 2017 NEC Article 100, Definitions, includes an informational note regarding AHJ: “The phrase ‘authority having jurisdiction’ or its acronym AHJ, is used in National Fire Protection Association (NFPA) documents in a broad manner, since jurisdictions and approval agencies vary, as do their responsibilities. Where public safety is primary, the authority having jurisdiction may be a federal, state, local, or other regional department or individual such as a fire chief; fire marshal; chief of a fire prevention bureau, labor department, or health department; building official; electrical inspector; or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the authority having jurisdiction. In many circumstances, the property owner or his or her designated agent assumes the role of the authority having jurisdiction; at government installations, the commanding officer or departmental official may be the authority having jurisdiction.”

Acronym	Definition
Level 1 Charging	Charging via AC electrical connection at 120 volts and up to 16 amps, or 1.9 kW.
Level 2 Charging	Charging via AC electrical connection at 208 volts or 240 volts at up to 80 amps.
DC Fast Charging	Charging via DC electrical connection using off-board AC/DC equipment at a fast rate. Not all EVs have this connector.
CHAdEMO and/or CCS Charging Connector Standards	There are three types of standard charging connectors for Direct Current Fast Charging. Vehicles capable of DC fast charging will have one of these ports on the vehicle. Other nonstandard connectors include Tesla and BYD. Most public DCFC currently deployed in California includes standard CHAdEMO and/or CCS Type 1 charging connectors.
IOU(s)	Investor Owned Utility(ies)
EVITP Training	The Electric Vehicle Infrastructure Training Program provides electricians with training for the installation of EVSE. EVITP is a collaboration of industry stakeholders, including automakers, EVSE manufacturers, educational institutions, utility companies, and electric industry professionals. More information is available at https://evitp.org .
NRTL	Nationally Recognized Testing Lab

Pre-construction: These EV charging equipment safety requirements must be specified in procurement documents:

1. Charging equipment must be certified by a Nationally Recognized Testing Lab (NRTL).
2. Infrastructure must comply with applicable safety performance requirements associated with the type of TE infrastructure being installed.
 - For light-duty vehicles, compliance with the Society of Automotive Engineers (SAE) J-1772 Standard for Level 1 or Level 2 charging. Compliance with CHAdEMO and CCS for DC fast charging would be appropriate evidence of compliance with this requirement.
 - For other types of TE infrastructure, including any nonstandardized EVSE, the following basic connector safety measures will be required:
 - A passing EVSE safety performance evaluation report performed by a Nationally Recognized Testing Lab (NRTL);
 - When not connected, the vehicle inlet and the EVSE connector must be designed to prevent direct contact with any live components;
 - The vehicle inlet and EVSE connector shall be free of sharp edges and potentially injurious protrusions;
 - The coupler between the vehicle and the EVSE should avoid or mitigate any potentially hazardous conditions such as fires, electrical shock to users, or other personal injuries.
3. Infrastructure and its planned installation must comply with California Electrical Code Article 625.¹
4. Infrastructure and its planned installation must comply with the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., and California Building Code Chapter 11B,² if applicable, per the AHJ where the EVSE will be installed, unless the appropriate waiver is obtained from local authorities.

¹ California Electrical Code Article 625 covers Electric Vehicle Charging System safety and standards as installed in place. California Code of Regulations, Title 24, Article 625.

² California Building Code Chapter 2 includes definition associated with electric vehicle charging stations. CBC Chapter 11B defines requirements for 'Accessibility to Public Buildings, Public Accommodations, Commercial Buildings, and Public Housing.'

5. Outdoor-mounted EVSE must be rated to be installed for outdoor use.
6. For utility infrastructure work on the customer side of the meter, contractors must provide proof of EVITP Certification prior to construction.
7. Contractors must provide the utility proof of a full site assessment, including the appropriate load calculations to ensure existing infrastructure can accommodate additional EV load, or that appropriate infrastructure upgrades will be completed.

During Construction:

1. All utility infrastructure work on the customer side of the meter not performed by employees of the IOUs shall be performed by fully licensed electricians. For commercial installations, all electrical contractors should hold a valid C-10 contractor's license.
2. Installations will be designed per Article 625 of the California Electrical Code.

Operational Safety:

1. Overcurrent protection associated with utility transformers and distribution circuits that feed power to the charging stations.
2. Overcurrent protection in the meter pedestal/circuit breaker panel that feeds each of the charging stations.
3. Bollard equipment protection installed where appropriate as defined by utility design standards and AHJ requirements.
4. Concrete parking stops to protect equipment where appropriate as defined by utility design standards and AHJ requirements.