

MCE'S ELECTRIC VEHICLE PROGRAM (MCEv Charging) TERMS AND CONDITIONS

1. **ELIGIBILITY:** MCEv Charging offers a rebate to property owners/primary account holders (Customers) installing electric vehicle service equipment (EVSE). Customers eligible to receive rebates under the MCEv Charging Program must (1) abide by the terms and conditions listed herein; (2) have the EVSE metered through an MCE account number; (3) provide MCE with documentation showing (i) proof of purchase or invoice of qualified EVSE hardware, software, and networking services, and (ii) the EVSE is operational.
2. **REBATE AMOUNTS:** The amounts of the rebates for which qualifying projects are eligible are outlined in the program materials provided to the Customer. The rebate amount may vary in accordance with MCE requirements. Rebate amounts reimburse the installation and/or hardware costs of Level 2 charging stations at workplaces and multi-family properties, not to exceed 100% of the total project costs after all incentives are applied. Rebates will be paid to eligible Customers once installation is complete and the EVSE is operational.
3. **REQUIRED GENERATION SERVICE WITH MCE:** Customer agrees that its EVSE shall be metered through an MCE account for a period of no less than 5 years and Customer is encouraged to stay on MCE generation service thereafter. **Should Customer terminate MCE generation service for its EVSE meter within the first 5 years of the EVSE operation, Customer shall return all rebate amounts received from MCE under this MCEv Charging Program based on the following schedule:** (i) 100% of the rebate amounts received if Customer terminates MCE service within the first two years of operation; (ii) 75% of the rebate amounts received if Customer terminates MCE service between year 2 and year 3 of operation; (iii) 50% of the rebate amounts received if Customer terminates MCE service between year 3 and year 4 of operation; (iv) 25% of the rebate amounts received if Customer terminates MCE service between year 4 and year 5 of operation.
4. **DEEP GREEN BONUS REBATE:** If Customer opts up to Deep Green service in the Rebate Reservation form, Customer may be eligible to receive the additional Deep Green Bonus rebate per port. **Should Customer terminate Deep Green service for its EVSE meter within the first 5 years of operation, Customer shall return 100% of the Deep Green Bonus rebate amounts received for each port installed under this MCEv Charging Program.**
5. **SELECTION OF EVSE PACKAGE:** Upon approval of the Rebate Reservation form by MCE, Customer shall select and procure one EVSE Package (EVSE hardware, software, and network services) from the approved list of qualified vendors accessed through PG&E's website. 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 MCE. Customer acknowledges that MCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE Package selected and installed by Customer.
6. **ADDITIONAL SERVICES FROM ELECTRIC VEHICLE SERVICE PROVIDER (EVSP):** Separate and apart from the Rebate Reservation form and MCE's obligations under the MCEv Charging 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 MCEv Charging Program. MCE is not responsible for the costs of additional EVSP services or any cost related to operations and maintenance of any additional EVSP services. MCE does not guarantee that the purchase of additional services from EVSP will increase the amount of the rebate for which Customer is eligible.
7. **INSTALLATION OF EQUIPMENT:** Customer is responsible for covering all upfront costs of the EVSE Package and installation of the EVSE. Upon completion of installation of the EVSE, Customer understands they are responsible for the operation and maintenance of the EVSE installed.
8. **EV DRIVERS RIGHT TO ACCESS:** Customer may limit the availability of the EVSE to only its employees or tenants. Under the MCEv Charging Program, Customer may elect to make the EVSE available for use by the general public. Customer shall not restrict access to 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.
9. **ACCESSIBILITY REQUIREMENTS:** The installation of the EVSE 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 installation of the EVSE may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.
10. **EVSE OPERATION AND MAINTENANCE:** Customer will pay all costs associated with the EVSE. Customer shall maintain a consistent uptime for the EVSE installed. Customer shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear accepted, and

will promptly notify MCE 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. Customer shall promptly notify MCE if Customer will no longer maintain the installed EVSE and/or the installed EVSE is being removed from Customer's site. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance.

11. **BILLING:** Customer will be the MCE customer of record and the metered account for the EVSE will default to Customer's current rate plan if using an existing meter. MCE encourages Customers with individually metered EVSE to use an applicable, commercial, TOU Rate Plan, such as Schedule A-6 (if less than 75 kilowatt) or Schedule A-10. As the MCE customer of record, Customer will be responsible for paying the electric bill in connection with the installed EVSE. The EVSP will be responsible for collecting payment from EV Drivers who use the EVSE and passing on the value of this payment to Customer. Customer has two options for how they want to charge EV Drivers, Passthrough Pricing and Custom Pricing.

PASS-THROUGH PRICING: Under this option, Customer delivers energy to EV Drivers at the price per kWh reflected in the selected Rate Plan at that time. In order to recover any additional charges associated with the Rate Plan, Customer will have the option to include a Rate Adder with the energy price per kilowatt-hour (kWh) passed on to EV Drivers. The Rate Adder should represent the non-energy additional charges (e.g. demand charges and meter charges) associated with the applicable Rate Plan converted into a price per kWh. If Customer decides to use a Rate Adder, then EV Drivers will pay the applicable price per kWh for their energy use, plus the Rate Adder (an additional price per kWh). Alternatively, Customers in this option do not have to pass on the non-energy charges to EV Drivers with a Rate Adder and can instead cover these costs themselves. Customers shall periodically recalculate the Rate Adder based on historic EV charging usage to ensure they are not over-charging EV Drivers.

CUSTOM PRICING: Under this pricing plan, Customer will deliver energy to EV Drivers at a price determined by Customer. Customers are strongly encouraged to establish a load management plan and submit that plan to MCE. The load management plan should encourage drivers to charge during times of available capacity on the grid. MCE can provide a load study and management plan to Customer upon request. If Customer selects custom pricing, Customer authorizes MCE to monitor their EVSE site use patterns and prices or fees to use the EVSE. MCE will use this data to assist with demand response programs.

12. **PERMISSION TO USE DATA:** Customer agrees to allow MCE and its authorized contractors to use non-usage data (i.e., Customer name, site location, number of ports, etc.) gathered as a part of the MCEv Charging Program for use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.
13. **PERMISSION TO COLLECT USAGE DATA:** For customers with EVSE *not* on a separate meter, Customer agrees to send MCE usage data in a provided template on an annual basis by February 28 of each year over five years. Usage data provided by the customer or collected via dedicated meter will not be shared publicly on a site-by-site basis, unless specific permission has been granted by the customer. Customer acknowledges and agrees that usage data may be shared by MCE in an appropriately aggregated form.
14. **OTHER PROGRAMS AVAILABLE:** As a part of the MCEv Charging Program, Customer may enroll in additional demand response or grid optimization programs available through MCE. MCE may contact Customer about such programs but Customer is not required to participate.
15. **TAX LIABILITY and CREDITS:** MCE is not responsible for any taxes which may be imposed on Customer as a result of the rebates provided within the EVSE Program.
16. **DISPUTES:** Except where otherwise limited by law, MCE reserves the right, at its sole discretion, to make final determinations regarding any disputed issues about the MCE EVSE Program, including but not limited to eligibility and rebate amounts.
17. **PROGRAM CHANGES:** MCE reserves the right to change, modify, or terminate the EVSE Program at any time without any liability except as expressly stated herein. MCE will honor all written commitments made in the Rebate Reservation form provided to Customers prior to the date of any change, modification or termination of this program, provided that project installations are fully completed within the time specified in the Rebate Reservation form.
18. **PROGRAM EXPIRATION:** The MCEv Charging Program will expire upon the earliest to occur: (i) March 31,

2020, (ii) when funds are depleted, or (iii) when the program is terminated.

19. **DISCLAIMER:** MCE makes no guarantee, representations or warranties, expressed or implied, regarding the implementation or use of EVSE purchased or installed pursuant to this MCEv Charging Program.
20. **INDEMNIFICATION:** Customer agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Customer's negligence, recklessness or willful misconduct while participating in the MCEv Charging Program.
21. **ACKNOWLEDGEMENTS:** Customer shall acknowledge MCE as a funding source of the installed EVSE each time Customer's activities related to the EVSE are published in any news media, press release, brochures, or other type of public communication or promotional material. The acknowledgement of MCE's support as a funding source, whether in whole or in part, shall include language such as: "Funding for [Customer Site Name]'s charging station(s) provided by MCE." If Customer is receiving funding from multiple organizations, Customer may use one statement conforming to the format listed above and include all organizations from which funding is received.
22. **CUSTOMER AUTHORIZATION TO PLACE SIGNAGE:** Customer agrees to have two (2) MCE designed stickers: one containing MCE's logo indicating the project was funded by MCE and the other indicating the generation service (i.e., Light Green, Deep Green, Local Sol) placed on the installed EVSE. The applicable stickers will be provided by MCE and Customer authorizes MCE and/or its authorized contractor to place such stickers on the installed EVSE. The sticker specifications are as follows:
 - Sticker Indicating Funding by MCE: size will not exceed 2.5" x 2.5" and shall be applied above or below the EVSE monitor OR on the side of the EVSE.
 - Sticker Indicating MCE Generation Service (Light Green, Deep Green, or Local Sol): size will not exceed 1.5" x 1.5" and shall be applied to the top portion of each port handle. If there are multiple ports, Customer agrees to have this sticker applied to each port handle. MCE will provide Customer a sticker for each port handle.

If Customer has multiple (three (3) or more) organizations funding its EVSE project, Customer may choose to create (at their own expense) one sticker indicating funding by multiple organizations and the sticker must follow these guidelines: (1) all funding organizations agree to be on the same sticker; (2) the sticker includes an MCE provided color logo; (3) the size of the MCE logo on the sticker must visually compare and be equal to the other funding organizations' logos, but at the minimum, be the size of 0.5" wide; (4) the sticker shall include language such as: "Funding for [Customer Site Name]'s charging station(s) provided by [list of funding organizations]"; and (5) the final sticker design has been approved by MCE before it is printed and applied.

23. **CUSTOMER DISCLOSURE AUTHORIZATION:** By signing the Rebate Reservation form, Customer confirms they are the authorized representative for the electric account holder identified in the Rebate Reservation form and authorize MCE to disclose Customer's generation service (Light Green, Deep Green or Local Sol) and participation in the MCEv Charging Program.