

# Participation Agreement for ev.energy Programs with Southern California Edison

Thank you for your interest in joining a program (the "Program") offered by Southern California Edison Company ("SCE") in conjunction with ev.energy Corp. ("ev.energy").

Through this enrollment, you may be eligible to participate in one or both of the following SCE programs, depending on your eligibility:

- **The Flexible Pricing Rate Pilot** (also known as the Dynamic Rates Pilot)
- **The SIDER (Stability Improvement with DERs) Program**

Your eligibility for each program will be determined based on the criteria set forth in the program-specific terms included in **Section 2** and **Section 3** of this Agreement. You may qualify for one or both programs. If you qualify for both, your participation in each will be governed by the respective program-specific terms in addition to the general terms set forth below.

Your participation is completely voluntary. By continuing to use the ev.energy app ("App") or participating in the Program via the web portal, you agree to the terms below, including the Privacy Policies referenced below and the program-specific terms in Sections 2 and 3.

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## Section 1: General Participation Terms

### 1. What's the Program About

This Program encourages electric vehicle ("EV") drivers to enroll in managed charging and grid services programs through incentives. These incentives may include financial rewards or other benefits, depending on your location, eligibility, and which program(s) you qualify for. ev.energy will use the App to collect information about your EV charging ("Collected Data"). Collected Data includes:

- When and where you charge;
- How much energy you use; and
- Your vehicle's make/model/trim, vehicle identification number (VIN), battery size, charger make/model, charger serial number or other unique identifier, vehicle battery state of charge, plug-in/unplug times, start/stop times of

charging sessions, kWh of energy consumed, vehicle charging location and similar data, and charging equipment.

Collected Data allows us to evaluate the Program. Additional data (e.g., connected hardware metadata, vehicle location, technical data, and application usage data) may be stored and processed by ev.energy in line with ev.energy's Privacy Policy, as set out in Section 1.6, Privacy and Data, for the purpose of administering the Program, but this data will not be shared with SCE unless expressly stated in the program-specific terms.

## 2. Incentives

As a participant in the Program, you may be eligible for incentives based on the program(s) you are enrolled in, your program tier, and your level of participation. Incentive amounts, eligibility requirements, and payment schedules are determined by ev.energy and are subject to change at ev.energy's sole discretion without prior notice. For the most current information on available incentives, including amounts and participation requirements, please refer to the program description and benefits section within the ev.energy App.

ev.energy reserves the right to modify, suspend, or discontinue any incentive at any time. Continued participation in the Program after any changes to the incentive structure constitutes your acceptance of the updated terms.

## 3. Who's Involved

- **ev.energy:** provides the App, captures and processes your data as requested by SCE, and issues applicable incentives.
- **SCE:** sponsors and evaluates the program(s).

Even though SCE is part of the Program, you may only see ev.energy branding in the App.

## 4. Eligibility and Your Participation

To take part, you must:

- Be a current residential customer of Southern California Edison (SCE).
- Be at least 18 years old.
- Not participate in the Program in any way that is illegal, fraudulent, or abusive, including to harass, threaten, abuse, defame, or slander any individual.
- Own or use a supported EV and/or smart charger as set out here:  
<https://www.ev.energy/drivers/integrations>.

You may need a paid telematics subscription from your EV manufacturer to participate. These costs are your responsibility.

**Hardware and Integration Eligibility.** Your eligibility for certain programs or program tiers may depend on the make, model, and capabilities of your electric vehicle and/or EV charger, as well as ev.energy's current integrations with those devices. Because hardware compatibility and integration capabilities may change over time, your eligibility for specific programs or program features may also change. ev.energy will make reasonable efforts to notify you of any material changes to your eligibility, but is not obligated to do so.

Additional eligibility requirements specific to each program are set forth in Section 2 and Section 3.

## 5. What You're Agreeing To

By participating, you agree that:

- Your data can be shared with ev.energy and SCE for program-related purposes, as further described in the applicable program-specific terms.
- ev.energy and SCE are not responsible for losses, damages, or technical issues arising from your participation.
- You have permission from anyone else using the EV to collect and share this data.

## 6. Privacy and Data

Your personal information will be handled according to the following privacy statements. You can find these at:

- <https://ev.energy/privacy>
- <https://www.sce.com/privacy>

Additional data-sharing and privacy terms specific to each program are set forth in Section 2 and Section 3.

## 7. Term and Leaving the Program

The duration of your participation will depend on the program(s) in which you are enrolled, as described in Section 2 and Section 3. You can opt out of the Program at any time by emailing us at support@ev.energy. Upon opt-out, ev.energy will cease using your personal data for active program management. Certain program data will be retained for the period necessary to fulfil outstanding incentive obligations, comply with applicable legal and regulatory requirements, support fraud prevention, and meet ev.energy's legitimate business and audit obligations, after which it will be deleted or anonymized in accordance with ev.energy's data retention policy.

ev.energy or SCE may also remove you from the Program at any time if you stop meeting the requirements or are no longer actively participating.

## **8. Participant Feedback and Data Collection**

You will cooperate in good faith with SCE and ev.energy or its and their authorized representatives in performing evaluation, measurement, and verification of the Program. SCE and ev.energy will use Collected Data to evaluate the Program and for future planning purposes, including, but not limited to, assessing your experience, measuring potential savings to you, avoiding energy distribution and/or supply costs to SCE and ev.energy, and reducing emissions. Additionally, SCE and ev.energy may request that you complete surveys during and after the conclusion of the Program. SCE and ev.energy may use and publicize anonymized quotes from your surveys in promotional materials.

## **9. Indemnification**

You agree to defend, indemnify, and hold harmless ev.energy and SCE, and each of its and their members, officers, officials, agents, and employees, from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees ("Claims") to the extent arising out of or resulting from your participation in the Program.

## **10. Your California Privacy Rights**

If you are a California resident, you have rights under the California Consumer Privacy Act ("CCPA") as amended by the California Privacy Rights Act ("CPRA") with respect to the personal information SCE and ev.energy collects about you in connection with the Program, including the right to know, correct, delete, limit use of sensitive personal information, and opt out of sale or sharing. ev.energy does not discriminate against participants for exercising these rights.

The Program uses automated systems to issue charging and discharging schedules to your enrolled devices. You retain the right to override any automated schedule at any time under Section 3.3. SCE and ev.energy will comply with all applicable automated decision-making rights as required by California law.

To exercise your California privacy rights, or for full details of our data retention practices and how we handle sensitive personal information collected under this Program, please visit the SCE and ev.energy privacy links above.

Nothing in this Agreement, including the limitation of remedies set out in 8(v), shall be construed to waive or limit any rights or remedies you may have under the CCPA or applicable California law.

ev.energy requires all Third Party Providers accessing your personal information under this Program to use it solely for Program purposes, refrain from selling or sharing it, and comply with all applicable privacy laws.

## **11. Assignment**

This Agreement is personal to you. You may not assign or transfer rights or delegate obligations under this Agreement. SCE and ev.energy are permitted to assign this Agreement, in whole or in part, to any person, at any time, and without notice to you.

## **11. Taxes**

You are responsible for paying all taxes, if any, associated with receipt of incentives or any other thing of value in connection with the Program.

## **12. Entire Agreement**

This Agreement (including any other documents or policies incorporated by reference, and the program-specific terms in Section 2 and Section 3) constitutes the entire agreement between you on the one hand, and SCE and ev.energy, on the other hand, with respect to the Program and supersedes all prior or other arrangements, understandings, negotiations, and discussions, whether oral or written, with respect to the subject matter of this Agreement.

## **13. Modifications to this Agreement**

ev.energy and SCE may modify this Agreement at any time. The most up-to-date version of this Agreement will be made available at: [\[Link\]](#). Please ensure you check this page periodically. By continuing to take part in the Program after any changes are made, you agree to any updated terms of this Agreement.

## **14. Waiver / Severability**

No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision of or any subsequent breach of this Agreement. No waiver shall be valid unless made in a writing signed by the party granting the waiver. If any provision in this Agreement is declared invalid or unenforceable, then such provision shall be severed from the remainder of this Agreement, which will otherwise remain in full force and effect.

## **15. No Third-Party Beneficiaries**

This Agreement is for the benefit of ev.energy and SCE and each and their respective successors and assigns with respect to your obligations under this Agreement and for your benefit with respect to your rights under this Agreement. There are no other third-party beneficiaries under this Agreement and this Agreement will not be deemed to confer upon or give to any other person any claim or other right or remedy.

## **16. Law and Venue**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of California without reference to its principles on conflicts of laws.

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## Section 2: Flexible Pricing Rate Pilot — Program-Specific Terms

The following terms apply specifically to your participation in Southern California Edison Company's Flexible Pricing Rate Pilot. By enrolling in the Program and qualifying for this pilot, you acknowledge and agree to be bound by the terms set forth below, in addition to the General Participation Terms in Section 1.

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### Flexible Pricing Rate Pilot Customer Acknowledgement

Participation in Southern California Edison Company's (SCE) Flexible Pricing Rate pilot is subject to the following requirements.

#### PILOT ELIGIBILITY

In order to qualify for the Flexible Pricing Rate pilot, you must be enrolled in an eligible rate and not enrolled in a Demand Response program as listed below. Eligible customers can sign up directly through SCE.com or through an authorized Automation Service Provider (ASP). Customers enrolled with a Community Choice Aggregator (CCA) are eligible to participate if the (CCA) has been approved for participation. Please contact your CCA for more information.

#### Enrollment

You must sign up directly with Southern California Edison through SCE.com or with the assistance of your authorized Automation Service Provider. To receive full potential savings customers must be enrolled for a full year from the start of their enrollment period or SCE will allow a one-time opt-out prior to the end of the twelve-month period.

#### Eligibility Requirements:

1. You must not be currently enrolled in any non-TOU rate, any legacy rate options (Option A, Option B or Option R) or any street or area lighting rates. Contract rates are also not eligible for this pilot.
2. You must not be currently enrolled in any of the following programs, rate schedules, rate options, services or enroll after enrollment on the Flexible Pricing Rate pilot:
  - All SSSR that counts towards Resource Adequacy (RA) including:

- BIP, AP-I, SDP, SEP, CBP, SCE DR Contracts (LCR)
- CCA SSSDR RA programs or contracts
- Other IOU/CCA event-based LMDR programs or pilots
- ELRP Group A with the following subgroups:
  - Sub-Group A.1. BIP, AP-I, and SDP dual participants
  - Sub-Group A.2. BIP Aggregators
  - Sub-Group A.2. Non-BIP Aggregators
  - Sub-Group A.4. Virtual Power Plan Aggregators
  - Sub-Group A.5. Vehicle Grid Integration Aggregators
- ELRP Group B1 or B2
- California Energy Commission (CEC) Demand Side Grid Support (DSGS) Program (Option 1)
- CEC DSGS Option 2 and Option 3

## **PILOT DESCRIPTION**

### **Pilot Duration**

Unless extended by the California Public Utilities Commission, this Pilot will run through December 31st, 2027. After the end date, SCE will apply any outstanding bill credit to participating customers' bills, typically within 1 to 2 billing periods.

### **Pilot Billing and Benefits**

While participating in the Pilot, customers will continue to be billed monthly on their current rate.

In parallel, an SCE approved vendor will use "shadow billing" to track the customers' potential savings while participating in the Flexible Pricing Rate pilot. The shadow bill is not an actual bill that the customer must pay, but merely a tracking and calculation tool. Shadow billing is intended to reward the customer for reducing usage during high-demand hours when the dynamic rate (determined by available day-ahead pricing) is higher.

Shadow billing compares the customers' usage from the year before joining the pilot ("Subscription Load") on the customers' standard rate ("Subscription Rate") to their usage while on the pilot ("Dynamic Load") at the pilot rate ("Dynamic Rate"), as follows:

The shadow bill will first calculate charges (at the interval level) for the customers' subscription load at the subscription price. During intervals where the customers' dynamic load is less than the subscription load, the shadow bill will credit the customer with the difference between the subscription load value and the dynamic load value at the dynamic price. During intervals where the customers' dynamic load exceeds the subscription load, the shadow bill will charge the subscription load at the subscription price and the excess dynamic load at the dynamic load price.

While on the pilot, customers will continue to pay their regular monthly bill. However, SCE will track the shadow-billed charges for comparison at the end of the 12-month participation period. At the end of the 12-month participation period, if the sum total of the customer's shadow billed charges is less than the sum total of the customers' regularly-billed charges, the customer will receive a payment equal to the difference from SCE and their CCA (if applicable).

### **12 Month Participation Period**

At the end of the 12 months SCE will apply any credit to the customer's bill, which typically occurs within 1 or 2 billing periods. After the 12 months the customer will start a new 12-month participation period, and this will repeat until the end of the pilot's duration period. Customers may elect to opt-out from the program at any time. There is no minimum time commitment. Customers can opt out by contacting SCE directly or their Automation Service Provider and opt-out will typically be processed within 1 to 2 billing periods.

Opt-outs before the end of the 12-month participation period will have their credits, if any, applied based on the number of months the customer participated in the pilot.

### **Flexible Pricing Rate Pilot Disclaimer**

Customers who choose to participate in this program are not obligated to purchase any additional goods or services. This program is funded by SCE utility ratepayers and administered by SCE under the auspices of the California Public Utilities Commission. The selection, purchase, and ownership of any goods and services are the sole responsibility of the customer. The program and incentives will continue until funding is exhausted or the program is terminated, whichever comes first. The program is subject to change without notice. SCE may remove any customer from the program if the customer violates any of these terms and conditions outlined.

By signing this form to authorize participation to add the Customer's service account(s) set forth above, the customer authorizes Southern California Edison (SCE) and the Automated Service Provider (ASP) to provide customer information to each other to effectuate the Pilot. This information may include billing and customer records, billing history, and all meter usage data used for bill calculation for the Customer service account(s), as specified herein, regarding utility services furnished by SCE. Information may be shared between SCE and the ASP after the customer's enrollment in the Pilot ends in order to complete the settlement of bills.

Customer understands that SCE does not guarantee that submission of this form ensures that Customer's service account(s) will be enrolled in the Flexible Pricing Rate Pilot. The customer understands that all enrollment requests are subject to verification and status eligibility, which may include SCE's verification of Customer information with the ASP. The customer understands that enrollment will not be effective until SCE approves the request.

## **For Customers enrolled with an ASP**

Customer acknowledges that the ASP is not SCE's agent for any purpose. SCE shall not be liable for any damages resulting from any acts, omissions, or representations made by the ASP in connection with the ASP's solicitation of Customer or with the ASP's performance with respect to its role in the pilot. SCE shall not be liable to Customer for any damages caused to the Customer for any failure by the ASP to comply with SCE's tariffs or for any damages caused by the ASP's failure to perform any commitment to the Customer.

Customer hereby releases, holds harmless, and indemnifies SCE from any liability, claims, demands, causes of action, damages, or expenses resulting from any release of information to the ASP pursuant to this Authorization; the unauthorized use of this information by the ASP; and from any actions taken by the ASP pursuant to this Authorization, including rate changes.

Please sign and email document to [flexiblepricingrate@sce.com](mailto:flexiblepricingrate@sce.com).

I have read and acknowledge the above requirements and pilot description.

I attest to not currently being enrolled in the following California Energy Commission (CEC) Demand Side Grid Support (DSGS) Program (Option 1). I also attest not to enroll on the CEC Demand Side Grid Support (DSGS) Program (Option 1) during the duration of my participation in the Flexible Pricing Rate Pilot.

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## **Section 3: SIDER (Stability Improvement with DERs) Program — Program-Specific Terms**

The following terms apply specifically to your participation in Southern California Edison Company's SIDER (Stability Improvement with DERs) EPIC demonstration project. By enrolling in the Program and qualifying for SIDER, you acknowledge and agree to be bound by the terms set forth below, in addition to the General Participation Terms in Section 1.

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### **SCE & ev.energy Customer Participation Agreement ("Terms") — SIDER (Stability Improvement with DERs)**

Thank you ("You," "Your") for your interest in Southern California Edison Company's ("SCE") SIDER (Stability Improvement with DERs) Electric Program Investment Charge ("EPIC") demonstration project (the "Study"), offered in conjunction with ev.energy ("Vendor"). The Study is designed to evaluate the performance, customer engagement, and operational integration of behind-the-meter distributed energy

resource ("DER") technologies, including electric vehicles ("EV") and electric vehicle supply equipment ("EVSE" or "EV Charger"). EV Charger is inclusive of Vehicle to Grid ("V2G")-related equipment. The goal of the Study for SCE is to generate insights into the technical feasibility, customer experience, and potential grid value of these technologies when used in combination. The findings of the Study will inform SCE and the California Public Utilities Commission ("CPUC") of potential future program development.

The Study is open to all SCE residential customers who own or lease a battery electric vehicle that is charged primarily at home. Participation is subject to Your agreement to be bound by these terms and conditions with SCE and Vendor, and both SCE and Vendor are relying on Your commitments to these Terms. PLEASE READ THESE TERMS CAREFULLY, INCLUDING THE MANDATORY ARBITRATION PROVISION IN SECTION 11 WHICH REQUIRES THAT DISPUTES BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS, NOT A CLASS-WIDE OR CONSOLIDATED BASIS. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN SECTION 11 BELOW.

As part of the Study, ev.energy will work with a range of technology providers—including EV manufacturers, EV charger manufacturers, and EV/EVSE integrators to enable customers to optimize their device usage, provide charging or discharging measurements, and respond to dynamic electric grid signals.

In order to enroll in the Study, please review these Terms and indicate Your understanding and agreement by checking the appropriate box titled "I agree to the following terms". By checking the box and enrolling in the Study, You acknowledge that You have read these Terms and agree to be legally bound by them. After reviewing Your application, ev.energy will notify You by email if You qualify for the Study. The date that ev.energy provides You notice of Your acceptance into the Study is Your "Enrollment Date".

## **1. Eligibility**

To be eligible to participate in the Study, You must meet the following criteria, as determined by ev.energy and/or SCE in their sole discretion:

- i. You must own or lease the following eligible technologies: a. An EV, and b. A Level 2 (240V) or higher EV Charger installed in the participant's residence.
- ii. You must complete a Study application at [ev.energy Website] and be selected by ev.energy, in its sole discretion, to participate in the Study.
- iii. You are over 18 years of age, have the necessary legal capacity to enter into these Terms.

iv. You must provide accurate and complete information as part of Your participation in the Study, including Your home address, EV and EV Charger make/model, electric rate, and SCE retail meter number. Neither SCE nor ev.energy is responsible for any harm caused by any misstatements, misrepresentations, or missing information provided by You.

v. You must be a residential customer of SCE, and Your EV must be associated with Your residence.

vi. If required by the device manufacturer or Vendor, You agree to download and maintain any required software applications, comply with provider-specific terms and conditions, and fulfill any additional technical or eligibility requirements needed for Study participation.

vii. You agree to ev.energy's Terms of Service and Privacy Policy.

viii. You agree to these Terms and to actively participate in the Study as described herein.

ix. You agree to maintain any subscription or connectivity services necessary to enable Study participation at no cost to ev.energy. These may include services to enable communication between ev.energy and Your device(s).

x. You are responsible for maintaining in working order any applicable enrolled equipment, including EV charging equipment.

xi. You are responsible for ensuring Your home address is equipped with suitable electric connection and is not at risk of exceeding maximum amperage rating by joining the Study. If a household connection constraint is breached as the result of device smart control, You are solely liable.

xii. For V2G customers, You are responsible for ensuring V2G equipment is approved for interconnection and has received Permission to Operate ("PTO") by SCE. If a household connection constraint is breached as the result of device smart control, You are solely liable.

xiii. Participation in this Study is contingent upon not being concurrently enrolled in, or actively participating in, any other study, incentive, or offering deemed disqualifying by SCE in its sole discretion. SCE reserves the right to determine, at any time and without prior notice, whether Your participation in another enrollment conflicts with this Study's eligibility requirements, which renders You ineligible for participation in this Study.

ev.energy and/or SCE may immediately terminate Your participation in the Study for any reason or no reason, including should You fail to meet any of the above Study Eligibility requirements at any time. Upon termination, You shall have no recourse to SCE or Vendor for any payments, and SCE and Vendor disclaim responsibility for

ensuring that Your data or enrollment information is sufficient to determine Your eligibility for any upfront incentive(s) or final incentive(s), if any.

## **2. Device Scheduling.**

As part of the Study, control schedules may be communicated to Your enrolled technologies (e.g., EVs, EV Chargers). These schedules are designed to optimize energy usage and are customized based on a variety of factors, including Your preferences, grid needs, the operational status of Your enrolled devices, and applicable rate structures. Schedules may include charging or discharging instructions and limits prior to or during events.

## **3. Overriding Options.**

The Study allows You to override Vendor-issued control schedules at any time. Whether You override or cancel a charge or discharge event, or choose to charge Your EV immediately, You maintain the ability to opt out of a specific event or schedule with no penalties. There is no limit to the number of overrides permitted during the Study.

## **4. Remote Control Authorization.**

By accepting these Terms, You grant ev.energy permission to remotely communicate with and control Your enrolled devices for the purposes of implementing optimized schedules, including automated EV charging/discharging. You acknowledge that ev.energy may work with third-party technology providers ("Third Party Providers") to enable Study participation. These include the original equipment manufacturers ("OEM") of Your enrolled devices, and third-party service providers that facilitate secure data and control access to certain OEM platforms. By enrolling in the Study, You expressly authorize these Third-Party Providers to access, control, and process data from Your enrolled devices on behalf of ev.energy. The actions of Third-Party Providers are governed by the same Study objectives and safeguards by ev.energy described in these Terms. These actions of Vendors and Third-Party Providers will be performed in accordance with the Study objectives, but You retain the ability to override Vendor's controls at any time.

## **5. Bill Impacts.**

ev.energy does not guarantee that Your participation in this Study will result in a decrease—or prevent an increase—in Your electricity bill. The Study is designed to optimize the operation of enrolled technologies in ways that support grid reliability. Under normal circumstances, participation should not materially increase Your electricity usage or cost, particularly since the Study does not require changes to Your electric rate plan and primarily intends to reduce charging or importing of energy during times of high grid usage when energy costs are high. However, electricity bill impacts can vary depending on a variety of factors outside the Study's control, including but not limited to Your existing device usage patterns, energy rate

structures, and home energy behaviors. While the Study aims to minimize bill impacts, there may be limited or unforeseen circumstances under which participation could lead to an increase in Your electricity costs. By enrolling, You acknowledge that any bill changes—whether positive, negative, or neutral—are not guaranteed and that ev.energy and SCE are not responsible for any resulting changes to Your energy bill.

## **6. Waiver of Guarantee.**

Neither ev.energy nor SCE can guarantee or ensure the performance, availability, or outcome of Your enrolled technologies—including the state of charge of Your EV. For example, ev.energy and SCE do not guarantee that Your EV will reach a full or desired state of charge, or that it will be sufficiently charged by the time You intend to use it.

Device performance is dependent upon several factors, including but not limited to: when and how You charge Your devices, the configuration and compatibility of Your equipment, Your internet or network connectivity, the state of the power grid, and the effectiveness of Study-initiated schedules or signals. You are solely responsible for ensuring that Your enrolled devices are operating in a manner consistent with Your personal needs, and for taking any manual or override action required to meet those needs.

## **7. Study Term, Termination, and Withdrawal from the Study.**

i. Subject to this Section 7, ev.energy anticipates the Study will continue through June 2027. SCE may adjust the duration of the Study based on participation, technical performance, or other operational factors. ev.energy or SCE may discontinue the Study at any time and for any reason. SCE may also extend the duration of the Study at its discretion by notifying You. If the Study is terminated early, ev.energy will provide You with at least thirty (30) days' advance notice. In the event the Study is discontinued or terminated early for any reason, You will not receive any final incentives set forth in these Terms, if any.

ii. You may withdraw from the Study at any time without penalty. If You want or need to withdraw from the Study, including for the permanent move of an EV such that the registered home address for such EV is now outside the Study territory, You agree to notify ev.energy immediately. In the event ev.energy becomes aware of a change of ownership of an enrolled EV or the permanent move of an EV such that the registered home address for such EV is now outside the Study territory without first hearing from You, You will be deemed to have withdrawn from the Study.

iv. If You withdraw from the Study, fail to adhere to these Terms, fail to meet the Study requirements set forth herein, or if ev.energy discovers any tampering to any enrolled technology, ev.energy shall have the right to terminate Your participation in the Study immediately, and/or immediately advise the technology Provider to stop sending signals related to the Study to Your enrolled technologies.

## **8. Changes and Limitations.**

The Study and these Terms are subject to change by ev.energy and/or SCE at any time. To determine whether any Study changes have occurred, visit [ev.energy Website]. Any material changes will be communicated to You by ev.energy email using the email address provided by You.

i. ev.energy reserves the right to modify any and all ev.energy incentives and rewards based on future performance, Study modifications, technology upgrades, and changes to SCE's electrical distribution system. Any such changes will be communicated to You by ev.energy email using the e-mail address provided by You.

ii. You agree not to tamper with any enrolled device or its associated data. You also agree to take reasonable steps to prevent unauthorized access or interference by others. If ev.energy or any associated device provider detects or suspects tampering or manipulation of equipment or data, You may be removed from the Study at ev.energy's sole discretion.

iii. You agree to indemnify, defend, and hold harmless ev.energy and SCE from any and all claims, damages and liability caused by Your fault or negligence, or Your failure to comply with the Terms. If ev.energy or SCE is made a party (without fault on its part) to any lawsuit or arbitration started by or against You, You agree to indemnify, defend, and hold ev.energy and SCE harmless, and to pay all costs, expenses and reasonable attorneys' fees incurred or paid by ev.energy or SCE in connection with such lawsuit or arbitration. You also agree to pay all costs, expenses and reasonable attorneys' fees that ev.energy or SCE may incur or pay in enforcing the Terms.

**iv. IMPORTANT NOTICE REGARDING LIMITATION OF LIABILITY: Your participation in the Study is subject to significant limitations on the liability of ev.energy and SCE. Among other limitations described below, ev.energy's and SCE's total liability to You for any claims arising out of or relating to the Study is capped at the total amount of incentives paid to You during Your participation. Please read the following carefully before enrolling.**

#### **LIMITATION OF LIABILITY AND WAIVER OF DAMAGES — PLEASE READ CAREFULLY**

YOUR PARTICIPATION IN THE STUDY IS ENTIRELY VOLUNTARY. NEITHER EV.ENERGY NOR SCE ASSUMES ANY RESPONSIBILITY OR LIABILITY FOR THE PERFORMANCE, AVAILABILITY, OR CONDITION OF YOUR ENROLLED DEVICES—INCLUDING YOUR ELECTRIC VEHICLE AND EV CHARGER—AT ANY GIVEN TIME. THIS INCLUDES, BUT IS NOT LIMITED TO, THE STATE OF CHARGE OF YOUR EV OR BATTERY, YOUR ABILITY TO USE ANY DEVICE AS INTENDED, OR ANY DAMAGES TO OR INCURRED BY YOU OR YOUR DEVICES RESULTING FROM PARTICIPATION IN THE STUDY. EV.ENERGY AND SCE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED REGARDING YOUR PARTICIPATION IN THE STUDY, OR THE RESULTS THEREOF. IN NO EVENT, WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EV.ENERGY OR SCE BE LIABLE TO YOU, YOUR SUCCESSORS, HEIRS, OR ASSIGNS, FOR DIRECT, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL,

OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, AND IN NO EVENT SHALL EV.ENERGY'S OR SCE'S LIABILITY ON ANY CLAIM OF ANY KIND, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE STUDY, THESE TERMS, OR FROM PERFORMANCE OR BREACH THEREOF, EXCEED THE TOTAL AMOUNT OF THE EV.ENERGY INCENTIVES PAID TO YOU DURING YOUR PARTICIPATION IN THE STUDY. THIS WAIVER ON YOUR PART EXTENDS TO ANY AND ALL CLAIMS, INCLUDING ANY UNKNOWN CLAIMS ENCOMPASSED BY CALIFORNIA CIVIL CODE § 1542.

v. If You are dissatisfied with the Study, any of the Terms, or believe ev.energy or SCE has breached these Terms in any way, Your sole and exclusive remedy is to disenroll and withdraw from the Study, which You may do at any time pursuant to Section 7 of these Terms.

## **9. Your Data and Confidential Information.**

Participation in the Study involves SCE and ev.energy having access to certain of Your personally identifiable information and energy use data, including but not limited to, Your name, address, energy usage, utility account numbers, interval usage data, billing information, meter information, EV and/or EV Charger information, data generated during Participant's enrollment in the Study, and other personal information, collectively referred to as "Confidential Information". Pursuant to SCE's Privacy Notice (available at [www.sce.com/privacy](http://www.sce.com/privacy)), SCE generally does not sell or disclose Your personal information—including Your name, address, phone number, and electric account or billing information—to third parties without Your authorization. By enrolling in this Study, You acknowledge and authorize SCE to share Your Confidential Information with ev.energy for the purposes of administering and optimizing the Study. Once Your data is shared with ev.energy, SCE is not responsible for any subsequent use or disclosure of Your information by ev.energy or any Third Party Providers. You are responsible for addressing with ev.energy directly regarding its safeguarding of Your personal information from further disclosure without Your consent. SCE and ev.energy may use Your Confidential Information in order to (a) operate, administer, market, evaluate, analyze, change or improve the Study, (b) prepare and present general, aggregated or anonymized results and information about the Study to CPUC, (c) understand and evaluate Your habits and to inform the development of utility programs and load planning. You hereby release, hold harmless, and indemnify SCE from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to ev.energy pursuant to these Terms; 2) the unauthorized use of this information by ev.energy; and 3) from any actions taken by ev.energy, pursuant to these Terms. In addition, You authorize SCE and ev.energy, and their employees and representatives, to use and exchange the Confidential Information to administer the Study and in accordance with ev.energy's Customer Privacy Policy [[link to ev.energy privacy policy](#)] and SCE's Customer Privacy Policy (<https://www.sce.com/privacy>). Even though those policies are separate documents from these Terms, they are incorporated by reference and considered part of these

Terms. You further authorize SCE and ev.energy to provide any Confidential Information to the California Public Utilities Commission upon its request or as otherwise required by law. Provided the Confidential Information is anonymized and does not contain any of Your personally identifiable information, such anonymized information may be used or disclosed by SCE publicly without the need for Your consent.

## **10. Governing Law and Forums.**

These Terms are governed by the laws of the State of California (without regard to conflicts of law principles) for any dispute between You and ev.energy and/or SCE arising out of or relating to the subject matter of these Study Terms. Any suit or legal proceeding must be submitted to arbitration per Section 11 below. In the event that the arbitration requirement is ruled unenforceable, any suit or legal proceeding brought in a court must be exclusively brought in the federal or state courts for Los Angeles County, California, and You submit to this personal jurisdiction and venue.

## **11. Arbitration Provision.**

Please read this part carefully because it means You are agreeing that any unresolved dispute between You and ev.energy or You and SCE (or between You and both ev.energy and SCE) will not be decided by a judge or jury in a public courtroom, but instead by a single arbitrator in a private arbitration. If You have a dispute arising out of or relating to any aspect of the relationship between You and ev.energy, Inc. or its affiliates (which we call "ev.energy") and/or between You and Southern California Edison Company or its affiliates ("SCE"), please send an email to [ev.energy email address] (for ev.energy) describing Your dispute and how You would like it resolved. If it is not resolved within 60 days from the date of Your email, You agree that Your dispute can only be resolved by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before You enrolled in the Study (such as claims related to statements ev.energy made about the Study). ev.energy and/or SCE (as applicable) will pay all AAA fees for any arbitration, which will be held in the city or county of Your legal residence. To learn more about the Rules and how to begin an arbitration, You can call any AAA office or go to [www.adr.org](http://www.adr.org). The arbitrator can only resolve disputes between You and ev.energy and SCE, and cannot consolidate claims from others without consent from You, ev.energy, SCE and the others. You can only bring claims in arbitration against ev.energy and/or SCE in Your individual capacity and not as a plaintiff or class member in any class or representative action (and the same is true for ev.energy and SCE). If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a specific claim for relief or remedy (such as what lawyers call "injunctive" or "declaratory" relief), then that claim or remedy (and only that claim or remedy) will be carved out of the arbitration and can be filed in court; all other claims must be arbitrated. If You prefer, You can take Your individual dispute to a small claims court instead. If You don't want to agree to arbitration, You can "opt out" of arbitration by sending us a letter within 30 days after enrolling in the Study.

Please send the letter to ev.energy, Inc.; [ev.energy Address], and/or Southern California Edison Company Attn: Claims Department, P.O. Box 900, Rosemead, CA 91770, and include Your name, this Study description, and a statement explaining Your desire to opt out of arbitration. If You do not opt out, Your agreement to arbitrate overrides any different arbitration agreement between us.

## 12. Study Communication.

You consent to receive communications from ev.energy relating to the Study in electronic form sent to Your email address and phone number provided during enrollment. You expressly consent to receiving calls and messages, including SMS messages (including text messages) from ev.energy, and its agents acting on ev.energy's behalf, solely for purposes related to the Study, at the telephone number(s) You provide at the time of enrollment. This consent does not extend to marketing partners or unaffiliated third parties. You may withdraw this consent at any time by contacting ev.energy at [support email]. Message and data rates may apply..

## 13. General Terms.

i. **Entire Agreement.** These Terms are the entire agreement between SCE, ev.energy and You concerning the Study, and they supersede any prior or contemporaneous negotiations or agreement, whether oral or written, related to this subject matter. You are not relying on any representation concerning this subject matter, oral or written, not included in these Terms. No representation, promise, or inducement not included in these Terms is binding. ev.energy reserves the right to update these Study Terms from time to time. ev.energy may provide prior notice to You before such terms take effect, but ev.energy is not obligated to do so.

ii. **No Assignment.** These Terms may not be assigned by You without ev.energy's and SCE's prior written consent.

iii. **Severability and Waiver.** If any provision herein is invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of any party at any time to insist upon the strict performance of any or all of the terms, conditions, and covenants in these Terms shall not be deemed a waiver by that party of any subsequent breach or default in the said terms, conditions, or covenants by the other party(ies).

iv. **Survival.** Termination in the Study will not affect the obligations and rights under these Terms which are intended to survive such termination.

v. **Force Majeure.** No party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of electric utilities.

vi. **Feedback.** If You provide ev.energy with feedback or suggestions about the Study, then ev.energy and/or SCE may use such information without obligation to You.