

PROGRAM TERMS AND CONDITIONS

Welcome to the Clark Public Utilities EV Managed Charging Program (“Program”). By participating in the Program, you may be eligible to receive the Incentive described below, subject to these Terms and Conditions (“**Terms**”). To become a Participant in the Program, complete enrollment in the EV Managed Charging Program (“the Program” from this point forward).

YOU MUST BE A USER OF THE VENDOR SERVICE TO BECOME A PARTICIPANT. PLEASE READ THESE TERMS CAREFULLY. THIS PROGRAM IS VOID WHERE PROHIBITED BY LAW.

Binding Agreement. By applying for the Program, you agree to comply with and be bound by these Terms. Failure to comply with these Terms may result in your disqualification from the Program. The decisions of the Utility regarding your eligibility to participate are final and binding in all respects. Utility reserves the right in its sole discretion to disqualify any Participant for, among other things: (1) tampering or attempting to tamper with the operation of the Program; or (2) violating these Terms or the terms and conditions of use of any of the Utility property or service. **Any false information provided within the context of the Program by any Participant is a violation of these Terms and may result in the immediate disqualification of a Participant and forfeiture of any Incentive.**

About the Program. Applicants who complete enrollment into the program (“**Participants**”, “**you**”, and “**your**”) and who fully comply with these Terms may receive the incentive set forth below (“**Incentive**”) to be provided to you by Clark Public Utilities in the form of a bill credit on your Clark Public Utilities account. To receive the Incentive, you must be accepted as a Participant by the Utility and your participation must not be withdrawn or terminated.

Definitions. In the context of these Terms,

- The Program is provided by Utility (“**Sponsor**”).
- “**Vendor**” means Optiwatt and its affiliates.
- “**Utility**” means your utility, namely [Clark Public Utilities].
- “**Sponsor Parties**” means Vendor, and Utility, their respective successors and assigns, and each of their respective affiliates, agents, directors, officers, and employees.
- “**Device**” means a device that can be monitored during the program through the Vendor cloud platform or other communications pathway (e.g., electric vehicle).

Application Consent by Participant. By submitting an application to enroll as a Participant, you authorize the Sponsor Parties to 1) collect and exchange data related to your identity, your energy usage and/or energy production, your Utility account (if needed), your electric bill, and operational data about your Devices (collectively, “**Program Data**”), solely for the purposes of determining your eligibility for the Program and operating the Program; 2) review and analyze all of your Program Data for the purposes of the Sponsor Parties fulfilling their obligations under the Program and applicable law, improving the Program and as otherwise permitted by applicable law, and to exchange conclusions with each other and publish results based on those conclusions, provided that they treat all such Program Data in accordance with their respective privacy policies; 3) send you emails, text messages, pre-recorded messages and other notifications related to the Program and other relevant programs, including about your enrollment status; 4) send you emails, text messages, pre-recorded messages and other notifications related to surveys about the Program and to share your responses to such surveys among themselves; 5) summarize the results of the Program in publicly- available studies, provided that any Program Data included in such studies will be anonymous such that you are not individually identifiable.

Eligibility and Enrollment. You may apply to become a Participant and participate in the Program if you meet the following eligibility criteria and do the following:

- You must be at least 18 years of age;
- You currently receive electric service as a residential customer from the Utility and are currently in good standing with the Utility;
- You must acquire one or more Devices “qualified electric vehicles” that are compatible with and connected to the Vendor platform (“Service”) and compatible with the Program design during the Program Period. Compatible Devices must have received and be able to receive remote updates;
- You maintain an active account in good standing on the Service and a continuous connection between your enrolled Devices and the Service;
- You assist Sponsor Parties’ support personnel in troubleshooting and resolving connectivity, firmware and other Device-related issues.

Dual Participation. Participation in the Program does not preclude you from participating in other electric grid programs from the Utility, Vendor or other third parties; however, such participation may require enrollment and additional consent at such time.

Program Period. The Program will run for the period set forth below (the “**Program Period**”).

Program Description. Participant agrees to allow Program Parties to collect data from the Participant’s application and Devices during the Program Period, including hardware and install cost, proof of purchase, unit serial number; Device ID, frequency, length, and time of electric vehicle charging; session status; average and peak power; and energy usage. The Program is designed to help Clark Public Utilities better manage electric load and optimize the grid in Clark County. The Program will help Clark Public Utilities better understand EV charging behavior in Clark County and help plan and prioritize system updates as EV adoption continues to grow. Participating EV owners will be included in scheduled charging events. These events typically last about four hours and will be scheduled several times each month through 2024. You will always have the ability to opt out of these events if participating would cause an inconvenience. During winter months (November, December, January, February, and March) managed charging events are scheduled to run Monday through Friday from 6:00 a.m. to 10:00 a.m. Charging will be restricted during these times unless you opt out of an event. During summer months (June, July, August, and September) managed charging events are scheduled Monday through Friday from 4:00 p.m. to 8:00 p.m. unless you opt out.

How To Apply. You can apply to participate in the Program by downloading the Vendor application on the website [www.clarkpublicutilities.com] or by applying through the enrollment website [<https://www.clarkpublicutilities.com/residential-customers/reduce-energy-waste-and-lower-your-bill/all-rebates-incentives-and-low-interest-loans/electric-vehicle-managed-charging-program/>]. The Utility may accept or reject your participation in their sole discretion.

Program Term & Termination. The Term of the Program is 2024; the program begins on February 1st 2024 and concludes on December 31st 2024. At the end of the program period, the Program will be terminated along with future Incentives. When the Program comes terminates, the Utility will provide notice at [<https://www.clarkpublicutilities.com/residential-customers/reduce-energy-waste-and-lower-your-bill/all-rebates-incentives-and-low-interest-loans/electric-vehicle-managed-charging-program/>].

Disqualification. The Utility may terminate your participation in the Program and Incentive at any time and without liability upon notice to you via email if you violate these Terms or applicable law, if you do not comply with any reasonable request from a Sponsor Party in connection with this Program, if your Utility declares you ineligible for the Program, if your account with Vendor or the Utility is no longer in good standing, or if you do not maintain a continuous connection between your

enrolled Device(s) and the Service. If you enroll in a conflicting energy program through Sponsor Parties, the Utility may terminate your participation in the Program without liability and without notice. Participants who opt out of more than ten scheduled charging events will be removed from the program and forfeit the second \$25 bill credit incentive.

Privacy Notice. By participating in the Program, you agree that the Sponsor Parties may collect your personal information or data and that if they cannot collect the required information or data, you may not be eligible to participate in the Program. Sponsor Parties will protect your personal information and usage data consistent with these Terms and each company's then-current privacy policy. Vendor's privacy policy is located at: <https://optiwatt.com/privacy> Please review all privacy policies to inform yourself how your personal information and data may be collected under this Program.

Changes in Your Electricity Costs. Sponsor Parties are not responsible for any changes in your electricity costs during the Program.

Information. You represent and warrant to the Utility that the information you provide to the Utility while applying for and during the course of the Program is accurate and complete, and you agree to promptly notify the Utility if any information you provided during your application for the Program has changed.

General Conditions. This Program is governed by the laws of the State of Washington without regard to its applicable principles of conflicts of law. The Utility's failure to enforce any term of these Terms shall not constitute a waiver of that provision. THE SPONSOR PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY INCORRECT OR INACCURATE PROGRAM APPLICATION INFORMATION, AND ASSUME NO RESPONSIBILITY FOR (I) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF THE PROGRAM MATERIALS OR THE OFFERING OR ANNOUNCEMENT OF ANY INCENTIVE, (II) ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION AT ANY WEBSITE, (III) FAILURE OF ANY APPLICATION TO BE RECEIVED BY SPONSOR PARTIES DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, (IV) COMMUNICATIONS LINE, HARDWARE AND/OR SOFTWARE FAILURES, (V) DAMAGE TO ANY COMPUTER OR DEVICE (SOFTWARE OR HARDWARE) RESULTING FROM PARTICIPATION IN THE PROGRAM, (VI) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR PROGRAM APPLICATION INFORMATION, OR (VII) APPLICATIONS WHICH ARE LATE OR LOST, OR (VIII) ANY LOSS OF INCOME DUE TO DEVICE CONTROL. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE PROGRAM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP THE SPONSOR PARTIES INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES THAT ARISE FROM OR ARE RELATED TO ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU AND/OR TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD THE SPONSOR PARTIES HARMLESS FROM ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE PROGRAM AND/OR USE OR ACCEPTANCE OF ANY INCENTIVE OTHER THAN FOR: (1) DEATH OR PERSONAL INJURY ARISING AS A RESULT OF THE SPONSOR PARTIES' NEGLIGENCE OR BREACH OF CONTRACT; OR (2) THE SPONSOR PARTIES' FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT. THE SPONSOR PARTIES HAVE NO LIABILITY TO ANY PARTICIPANT FOR ANY LOSS, DAMAGE, COSTS OR EXPENSE INCURRED AS A RESULT OF OR IN CONNECTION WITH A PARTICIPANT'S PARTICIPATION IN THE PROGRAM. If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect. These Terms will be binding on the Utility and its successors and assigns, and Participant. Participant may not assign these Terms without the written consent of the Utility whereas the Utility may assign these Terms to any third party. The Sponsor Parties are not responsible for the policies, actions, or inactions of others that might prevent the Participant from entering, participating, or claiming an Incentive.

These Terms constitute the entire agreement between the Utility and a Participant relating to the subject matter hereof and supersede all other such prior or contemporaneous oral and written agreements and understandings.

Arbitration. If you and the Utility do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding individual arbitration governed by the Federal Arbitration Act ("FAA"). YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A

JUDGE OR JURY. Instead, all disputes will be resolved on an individual basis before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

No Class Action Procedure. Notwithstanding any of the foregoing or any other provision of these Terms, class arbitration is not permitted under any circumstance. You and the Utility agree that, by entering into these Terms, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claim, and may not otherwise preside over any form of a representative or class proceeding. Although the non-availability of any form of representative or class proceeding is clear from these Terms, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the Arbitration and No Class Action Procedure provisions above, the federal court located in [insert location] shall have the sole and exclusive jurisdiction to hear and determine the issue.

Changes to the Terms. Utility may modify these Terms at any time. We will notify you by email at the most current email address we have on record for you when we make any material changes to these Terms, and the effective date of the modified Terms, which will be after the date of our notice to you. Your continued participation in the Program thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. We will also post the most current version of the Terms on our website specified below and encourage you to check this site frequently.

Acceptance of Agreement. The use of an electronic signature process to accept and sign these Terms, including your indication of acceptance of these Terms by a click-through or click-wrap process presented on the online store or enrollment website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the Utility.

Additional Program Details.

- Utility Program website address: [www.clarkpublicutilities.com]
- Incentive: \$50 utility bill credit per enrolled electric vehicle for participation in the Program, \$25 credit applied when Participant is accepted and \$25 credit applied when Participant completes the program participation (December 2024).
- Electric Vehicle Wi-Fi Connectivity: Participant is aware that the Device must be activated to and maintain connectivity to the Service throughout the Program Period, and acknowledges that adequate Wi-Fi coverage is required and is the responsibility of the Participant to enable and maintain adequate Wi-Fi coverage.
- Device Association with Program: After activating Device on the Service, the Participant must also complete Vendor's process to connect and associate Device to the Program. For Vendor, this requires using the "Connections" feature and the code or hyperlink on the Program website and application.
- Participating customers who opt out of more than ten scheduled charging events will be unenrolled from the program and forfeit the second \$25 bill credit incentive.
- The Program terms and application are available at the following website address: [https://www.clarkpublicutilities.com/residential-customers/reduce-energy-waste-and-lower-your-bill/all-rebates-incentives-and-low-interest-loans/electric-vehicle-managed-charging-program/]
- For questions regarding Device connectivity or encryption, please contact Vendor at support@optiwatt.com or EVcharging@clarkpud.com.
- Program Period: The Program will run from February 1st, 2024 through, and including, December 31st, 2024.