
Customer Participation Agreement

Overview

The GovEV Fleets Program (“Program”), offered by WestLight Energy and WestLight Energy-selected contractors will provide public fleets with fleet electrification transition services and/or funding, as described further below.

Specific Terms and Conditions

Eligibility: To participate in the Program, customers must: 1) be a WestLight Energy customer, 2) be a public agency such as a city, county, special district, joint-powers authority, school district, etc., and 3) have customer-owned fleet vehicles domiciled in WestLight Energy service territory.

Minimum Commitment: To participate in the Program, customers must also commit to a project scope that plans to replace a minimum of 5 fossil-fuel vehicles with electric vehicles (EVs) and/or install a minimum of 5 EV charging ports within one year from the initial kick off meeting with WestLight Energy and the customer.

Program Services Offered: The Program is offering the following services at no cost to customers. Customers may receive all or a subset of these services, at WestLight Energy’s discretion. 1) vehicle replacement plan, 2) energy needs assessment, 3) charging infrastructure plan for 1 or more locations, 4) permit-ready site designs, 5) charging schedule and optimization plan, 6) funding package overview, and 7) WestLight Energy-identified energy management system and ongoing services. Note, warranties and operations support for equipment and energy management system will be the responsibility of the customer as arranged with the specific vendors of those systems.

Program Funding Offered: Funding is available for customers, subject to the additional terms outlined below, at the amounts outlined herein. Funding amounts from WestLight Energy in this Program are based on the remaining Project costs after other funding such as grants and rebates are applied, as follows: Local agencies (city, county, special district, etc.) may receive funding up to 25% of remaining project costs, after other grants and incentives are applied, or an amount not to exceed \$25,000 (whichever is less). School districts may receive funding up to 50% of project costs, after other grants and incentives are applied, or an amount not to exceed \$50,000 (whichever is less) for projects with a remaining project cost of less than \$100,000 and up to 50% of project costs, after grants and incentives are applied, or an amount not to exceed \$100,000 (whichever is less) for projects with a remaining cost greater than \$100,000.

Eligible Expenses for Funding: Measures eligible for funding in this Program include: 1) electric vehicles (only the cost difference between a fossil fuel vehicle and its comparable electric alternative, as applicable), 2) EV charging equipment, including warranties, service contracts, and/or subscription fees, 3) installation costs for EV infrastructure, and 4) energy management subscription costs. Additional eligible expenses and all determinations of Program eligibility are determined and approved at WestLight Energy’s sole discretion.

Stacked Funding: Customers are allowed to combine funding from WestLight Energy and other organizations such as investor-owned utilities, Air Districts, state rebates, etc. In no event shall the combined funding from WestLight Energy and third parties exceed 100% of total project costs. WestLight Energy funding may be reduced to avoid customer's receipt of an excess of 100% of total project cost.

No Double Dipping: Customers receiving other funding from WestLight Energy, including, but not limited to the EV Ready Program, for the same project locations that are included in the Public EV Fleets Program are not eligible to receive additional funding from the Public EV Fleets Program.

Dedicated Point of Contact: Customer agrees to provide a dedicated point of contact to WestLight Energy and its contractors for coordination purposes throughout the project.

Access: Customer agrees to coordinate visits to its facilities with WestLight Energy and its contractors, as needed, to collect information to prepare EV charging infrastructure installation plans.

Fleet Composition, Facilities Information, and Energy Data: Customer agrees to share information with WestLight Energy and its contractors regarding fleet composition and usage, including asset inventories, fueling records, duty cycles, mileage readings, etc., as available, facilities information such as-as-builts or architectural designs, panel schedules, single-line diagrams, as available, and historical energy data for facilities that may install charging in this Program.

Ownership of Information: WestLight Energy may provide the customer with project deliverables in this Program, such as fleet analyses, charging assessments, project plans, energy optimization schedules, etc., but WestLight Energy shall have all ownership rights, including exclusive copyright ownership, for all work products from these services, data, reports, research results, summaries, information, or other written, recorded, photographic, or visual materials (hereinafter "information") produced and collected during the term of this Agreement. This information may be used in further marketing of the program or as case study information to educate other stakeholders on fleet electrification strategies.

Ongoing Data: Customer agrees to provide WestLight Energy access to EV charging data through the charging operator's online portal or other system to be determined and share EV charging data with WestLight Energy for a minimum of three (3) years.

General Terms and Conditions

Release of Claims Against, and Hold Harmless of, WestLight Energy and Contractors: Customer discharges and releases WestLight Energy, its contractors and their officers, employers, employees, and agents from and against any and all claims, demands, liabilities,

obligations, damages or chose in action, legal or equitable, of whatever kind or nature, including negligence by WestLight Energy, its contractors, in which Customer, and Customer's successors in interest, heirs, estates or personal representatives, or family members, now may have or assert, or may have had in the past or may have in the future, against WestLight Energy, its contractors as the result of, based upon, arising out of, or connected with WestLight Energy, its contractor's involvement with the Program. Customer is on notice of and hereby specifically and expressly waives the provisions of California Civil Code § 1542, which provides that a "general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Customer also agrees to indemnify and hold harmless WestLight Energy, its contractors from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees and costs, brought as a result of WestLight Energy, its contractor's involvement with the Program, and to reimburse WestLight Energy, its contractors for any such expenses incurred.

Incidental and Consequential Damages: BOTH PARTIES AGREE NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.

Compliance with Laws: Customer shall comply with all federal, state, and municipal laws, ordinances, rules, orders, and regulations which apply to its actions.

No Obligation: Customer is not obligated to purchase any service or other service not funded by this Program, through WestLight Energy.

Availability of Funds: This program is available at WestLight Energy's discretion, until allocated funds are depleted. This Program may be modified or terminated without notice.

Customer:

I CERTIFY THAT I have read and understood the Participation Agreement. I certify that the information I have provided is true and correct.

Customer Name: _____
Customer Signature: _____ Date: _____
Customer Address: _____
City: _____ Zip Code: _____
Customer Phone: _____
Customer Email: _____