

Program Overview

The Electric Vehicle (EV) Charging (Program), administered by CLEAResult Consulting Inc. (CLEAResult), provides technical assistance to eligible multifamily and non-residential customers of Silicon Valley Power (Sponsor). The Program is offered on a first-come, first-served basis from June 7, 2022, through December 17, 2025, while funding lasts.

The Program provides recommendations on EV charging site design, options for equipment, contractor bid assistance, permit support, installation oversight, and guidance on securing incentive funds. This is offered free of charge for qualifying customers. Please see below for copay amounts applicable to other property types. The Program does NOT offer direction or management of installation activities, commissioning, or operation of equipment.

Customer Type	Copay
Small multifamily customer (≤50 dwelling units & only 1 electrical meter is evaluated)	\$0
Medium multifamily customer (≤50 dwelling units & 2-3 electrical meters are evaluated)	\$0
Large multifamily customer (a) (≤50 dwelling units & 4+ electrical meters are evaluated)	\$0
Large multifamily customer (b) (>50 dwelling units)	\$0
Small non-residential customer (≤ 200 kW maximum annual electric demand)	\$0
Large non-residential customer (> 200 kW maximum annual electric demand)	\$250

Once CLEAResult reviews the application, CLEAResult will verify the number of dwelling units, electrical meters to be evaluated, or maximum peak kilowatt-hour (kW) for the site. CLEAResult will then determine if a copay is required. If CLEAResult determines that a copay is required, CLEAResult will email the Customer a payment link. If CLEAResult determines that a copay is NOT required, CLEAResult will contact the Customer to schedule the next steps.

Program Eligibility

Customer confirms that it is an existing multi-family or non-residential customer that receives electricity from Sponsor. Customer agrees to provide full and accurate usage data and other information upon request. Customer also agrees to provide access to CLEAResult, Sponsor and any third-party contractor (Contractor) for the purpose of participating in the Program.

These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and Customer for the purpose of evaluating EV Supply Equipment (“**EVSE**”) opportunities under the Program funded by Sponsor. CLEAResult and Customer may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” The Parties acknowledge and agree that Sponsor and Contractor are third party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **ACCESS AND PARTICIPATION.** Customer agrees to support CLEAResult and Contractor and assign a representative to facilitate services provided under this Agreement. Customer acknowledges its interest in installing EVSE. Customer agrees to allow CLEAResult and Contractor to access its facilities, energy use data (including authorizing Sponsor to share this information with CLEAResult and Contractor) including but not limited to building level twenty-four (24) month kWh usage history and demand and readings from electrical panels and circuits, and cost information for the purposes of implementing this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion, or other publicity of any kind. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor.
2. **ELIGIBILITY.** Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period.
3. **CONFIDENTIALITY.** CLEAResult shall keep Customer information confidential. Only Contractor and Sponsor shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer’s written approval. This data release is at the request and on behalf of Customer and as such, Customer agrees to release and hold harmless Sponsor from any liability, claims, demands, causes of action, damages or expenses resulting from: 1) any release of information or data to the US Environmental Protection Agency (“**EPA**”) for the national energy performance benchmarking program pursuant to this authorization; 2) the unauthorized use of this information or data; and 3) from any actions taken by the EPA with respect to such information or data..
4. **NO WARRANTY.** CLEAResult AND SPONSOR MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EVSE AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER SPONSOR, NOR CLEAResult SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.
5. **INDEMNIFICATION; LIMIT ON LIABILITY.** TO THE EXTENT ALLOWED BY LAW, CUSTOMER AGREES TO INDEMNIFY SPONSOR AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO THE INSTALLATION OPERATION, PERFORMANCE, OR MAINTENANCE OF THE EVSE. NEITHER SPONSOR, CLEAResult, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.
6. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer’s consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party’s right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.