

**TERMS AND CONDITIONS OF CLEAN POWER ALLIANCE’S POWER RESPONSE PROGRAM
Residential Program Participants (“Terms and Conditions”)¹**

As of April 26, 2023

Welcome to Clean Power Alliance of Southern California's (“CPA”) Power Response Program (“the Program”) managed by AutoGrid Systems, Inc. (“AutoGrid”). The Program has three components: (1) Power Response Smart Home; (2) Power Response Home; or (3) Power Response Multifamily Community. Customers may not participate in more than one component.

1. Program Eligibility:

You must meet the following eligibility requirements to participate in the Program:

- a. General. Participants must meet the following eligibility requirements to participate in the Program:
 - i. For all Program components (Power Response Smart Home, Power Response Home, and Power Response Multifamily Community), you must be a CPA electricity account holder.
 - ii. For Power Response Smart Home and Power Response Home, you must be on a residential rate for the duration of the Program.
 - iii. For Power Response Multifamily Community Program, you may be on a residential or non-residential rate if at a qualifying multifamily property actively participating in the Power Response Multifamily Community Program.
 - iv. Customers on Medical Baseline discount are not eligible for the Program.
 - v. You must be at least eighteen (18) years old.
 - vi. The service account must be serviced by a Southern California Edison (SCE)-approved smart meter (“Smart Meter”).
 - vii. Your account may not be enrolled in SCE’s Summer Discount Program (SDP) or other SCE third-party Demand Response (DR) programs. Customers with device(s) enrolled in any of these programs must disenroll prior to enrolling in the CPA Power Response Program.
 - viii. In all cases, you must have an online SCE account, which will be able to give CPA access to your meter data pursuant to SCE Rule 24. If you do not have an SCE login, you will be prompted to create one before you can sign up for the Program.
 - ix. You must agree to and comply with these Terms and Conditions.
- b. Power Response Smart Home Additional Requirements: To participate in Power Response Smart Home, you must have one or more of the following devices, accessible via a wireless network at the account service location: Google Nest smart thermostat, ecobee smart thermostat, an Emerson Sensi thermostat, an energy storage system (“Battery”) sold and installed by Sunnova Energy Corporation (“Sunnova”), ChargePoint Home Flex EV charger, or SolarEdge Home Battery, collectively referred to as Devices.
- c. Power Response Home Additional Requirements: To participate in Power Response Home, you do not need to own any particular device or have a wireless network. However, you must be able to receive event notifications either via email or SMS text (data rates may apply).
- d. Power Response Multifamily Community: To participate in Power Response Multifamily Community, the owner of the property must apply and qualify with CPA. The owner of the property must execute a separate Customer Agreement with CPA regarding the implementation and operation of the Power Response Multifamily Community Program. Residents at qualifying properties are then eligible to participate in Power Response Multifamily Community.

¹ These Terms and Conditions may be revised from time to time at CPA’s discretion.

Common area spaces under a non-residential rate may qualify if at a qualifying multifamily property actively participating in the Power Response Multifamily Community Program.

- e. Eligibility Determination: CPA will make a final determination of your eligibility to participate in the Program at its sole discretion.

2. Customer Agreements

You agree to participate in the Program and to comply with these Terms and Conditions, and you agree to allow AutoGrid to coordinate with you and, as applicable, the manufacturers of your Device(s) and Sunnova, in the case of the Battery, to access personally identifiable information to remotely control your Device(s) during the term of the Program, from January 1, 2022, to December 31, 2023, as may be extended from time to time (the “Term”). You agree to keep your Device(s) operational and connected to the wireless network of your residence during the Term at your sole cost and expense. As a participant in the Program, you acknowledge and agree that your use of your Devices and your participation in the Program are subject to these Terms and Conditions as they are amended from time to time.

3. Program Parameters and Operation

- a. Power Response Home Program: Energy Saving Events (“Events”) happen when CPA requests for you to manually reduce energy usage in your home. These events will not be called more than forty (40) times per calendar year; no more than three (3) times per week, and for no more than four (4) hours on any given day, and not on holidays. Upon notice from CPA that a Power Response Event has begun, you should make efforts to reduce your power usage, such as by avoiding using appliances and reducing electric heater or air conditioner use.

Notwithstanding the foregoing, in cases of a Grid Emergency, AutoGrid may call an event more than 3 times in a week or during a holiday. A “Grid Emergency” occurs when the California Independent System Operator (“CAISO”) (a) declares an Energy Emergency Alert (“EEA”) 2 or greater; (b) when CAISO declares an event threatening or limiting transmission grid capability including line or transformer overloads; (c) when a state of emergency related to a sudden and severe energy shortage is declared pursuant to California Government Code section 8565, et seq.; or (d) other event or action that can result in a sudden and severe energy shortage to California’s electricity grid.

- b. Power Response Smart Home Program Parameters for Battery Devices: Your Battery Device, which includes eligible Sunnova Home Batteries and SolarEdge Home Batteries, may be accessed (controlled) for a discharge of power to your home during an Event any time and day of the year up to one hundred (100) times per year, but no Events may take place more than three (3) consecutive days in a row and each Event may not last longer than five (5) hours at a time.

Your Battery Device will always maintain a minimum of charge of twenty (20) percent at all times. Your Battery Device will not be accessed in case of a blackout or if SCE has announced a public safety power shut-off (PSPS) event. (Please visit <https://www.sce.com/wildfire/pmps> to learn more about PSPS events.) For any Event, AutoGrid will provide Sunnova with twenty-four (24) hours advance notice.

An emergency dispatch (“Emergency Dispatch”) occurring during a Grid Emergency, as defined in Section 3.e, will require no more than ten (10) minutes advance notice to Sunnova and is allowed any day of the week, for a maximum of five (5) consecutive hours, one (1) consecutive days, and no more than ten (10) times per year.

YOU SHOULD NEVER RELY ON BATTERY BACKUP TO POWER LIFE SUPPORT OR OTHER MEDICAL EQUIPMENT. IF YOU HAVE CRITICAL MEDICAL EQUIPMENT POWER NEEDS DURING A POWER OUTAGE, CONTACT YOUR LOCAL EMERGENCY SERVICES OR DIAL 911.

- c. Power Response Smart Home Program Parameters for all Non-Battery Devices: Your Non-Battery Devices may be accessed (controlled) at any time, subject to the following limitations:
 - i. **Nest, ecobee, and Emerson Sensi** smart thermostats may be accessed (controlled) as follows:
 - a) Up to 20 times from May 1 to October 31 of each year, with access occurring only between 1 p.m. and 9 p.m.; and
 - b) Up to 20 times from November 1 to the following April 30, with access occurring only between 6 a.m. and 9 p.m.
 - c) Access will occur no more than 3 times in any given week, and no more than 4 hours in any given day, and not on holidays.
 - ii. **ChargePoint** electric vehicle chargers will not be accessed (controlled) more than 100 hours per year in total; no more than 50 events in the year; and events shall range in duration from 1 to 4 hours. A notification will be sent at least 1 hour prior to the start of the event. There will be no more than 3 events per week. Events can be scheduled on any day, including weekdays, weekends, or holidays. During each event, the rate of charging will be reduced if the event duration is less than 15 minutes. If the event duration is more than 15 minutes, the charging rate may be reduced or stopped. In all cases, charging will resume as normal when the event has ended.
- d. Power Response Multifamily Community. The same parameters as set forth in Section 3.c.i shall apply.
- e. Operations in the event of Grid Emergency. In cases of a Grid Emergency, AutoGrid may access (control) your Device more than 3 times in a week or during a holiday. A “Grid Emergency” occurs when the California Independent System Operator (“CAISO”) (a) declares an Energy Emergency Alert (EEA) 2 or greater; (b) when CAISO declares an event threatening or limiting transmission grid capability including line or transformer overloads; (c) when a state of emergency related to a sudden and severe energy shortage is declared pursuant to California Government Code section 8565, et seq.; or (d) other event or action that can result in a sudden and severe energy shortage to California’s electricity grid.

4. Incentives

You acknowledge that CPA may receive all credits, rebates, environmental attributes, solar renewable energy credits, or other payments or offsets (the “Benefits”) that are attributable to the Program. All Benefits will be the sole property of and transferable by CPA.

In exchange for your participation in the Program, the following incentives are offered (the “Incentives”):

- a. Power Response Home.
 - i. Participation Incentive. If you participate in Power Response Home, and so long as you meet the Program Eligibility requirements in Section 1 above, you will receive \$2 per kWh reduced during events (described in Section 3 above), when compared to your historical energy use. Incentive payments will be paid as a lump sum at minimum once per year in the form of a digital gift card.

Event performance and incentive will be calculated against your historical energy use as provided to CPA by SCE. To qualify for incentives, your data must show a net energy reduction compared to your historical energy use per California Independent System Operator requirements. Individual event incentives are capped at \$100 per event.

Prior to payment of the Incentive, your event performance and incentive calculation may change based on updated meter data CPA receives from SCE. CPA will not seek reimbursement from you for any Incentives already paid, even if new data received from SCE indicates the calculation should have been different.

If your event performance cannot be calculated due to unavailability of meter data, you will receive the average incentive for the event. The average incentive will be calculated using the event performance data from all other participating and available meters during the event. This process will be applied only if you were enrolled when the event(s) occurred and when data is unavailable at the time incentives are calculated and paid to the participant.

- ii. **Enrollment Incentive:** Some eligible customers participating in the Power Response Home Program will receive a \$20 digital gift card upon enrollment. To be eligible for the enrollment incentive, Power Response Home participants must meet one of the following eligibility criteria:
 - a) **CARE/FERA eligibility:** Customers must be eligible for the California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance (FERA) program. If a customer is not already enrolled in CARE or FERA they may enroll in CARE or FERA prior to signing up for the Power Response Program. If they elect not to enroll in CARE or FERA, they will be required to certify their CARE or FERA eligibility with CPA as part of the process of enrolling in the Power Response Home Program.
 - b) **Disadvantaged community:** The customer's service address must be located in a disadvantaged community (DAC), identified by the CalEnviroScreen 4.0 as scoring among the top 25 percent of census tracts statewide, or census tracts scoring in the highest 5 percent of the CalEnviroScreen's Pollution Burden, but that do not have an overall CalEnviroScreen score because of unreliable socioeconomic or health data. In the event the census tract in which a customer resides is not scored as a top 25 percent DAC in a subsequent version of the CalEnviroScreen tool or as one of the census tracts in the top 5 percent of pollution burden, the customer may retain their eligibility for DAC-Green Tariff.
- b. **Power Response Smart Home.**
 - i. **Enrollment Incentive:** Participants in the Power Response Smart Home Program will receive a digital gift card for signing up in an amount depending on the type of Device they are enrolling in the Program, as follows:
 - a) Smart Thermostats: \$85
 - b) Electric Vehicle Charger: \$100
 - c) Sunnova Home Battery: \$300
 - d) SolarEdge Home Battery: \$400

Enrollment Incentives, with the exception of incentives for enrolling a Sunnova Home Battery in the Program, will be sent within six (6) weeks of your enrollment approval from the California Independent Service Operator ("CAISO"). Incentives for enrolling a Sunnova Home Battery will be sent within eight (8) weeks of your enrollment approval from CAISO.

If you are a CPA customer that meets the eligibility requirements for the CARE/FERA rate programs, you may contact CPA to request a free Emerson Sensi thermostat, provided you can install and connect the thermostat to a wireless network. Customers receiving a free

Emerson Sensi thermostat are not eligible for additional enrollment incentives. Thermostats are available to qualifying participants while supplies last.

- ii. **Participation Incentive:** If you participate in the Power Response Smart Home Program using an eligible smart device, you will receive an annual incentive for your continued participation in the amount of:
 - a) Smart Thermostats: \$40
 - b) Electric Vehicle Charger: \$25
 - c) Sunnova Home Battery: \$100
 - d) SolarEdge Home Battery: \$300

Annual participation incentive payments will be processed and sent to participants in October of each year. Incentive payments for enrolled Sunnova Home Batteries will be received before December 31 of each year during the Term.

- iii. You may participate with more than one eligible Device and receive additional incentives.

c. **Power Response Multifamily Community.**

- i. **Enrollment Incentive:** Residential customers enrolling through the Power Response Multifamily Community Program will receive a free Emerson Sensi thermostat upon enrollment. Installation of the thermostat will be completed and managed by the multifamily building's manager or owner. Power Response Multifamily Community participants are not eligible for additional enrollment incentives.
- ii. **Participation Incentive:** If you participate in the Power Response Multifamily Community Program with your eligible Emerson Sensi smart thermostat provided by the Program, you will receive an annual incentive for your continued participation in the amount of \$40.

Annual participation incentive payments will be processed in October of each year.

d. **Terms Applicable to All Programs**

- i. Incentive payments will be made in the form of a digital gift card. The Incentive will not be exchangeable for cash or SCE or CPA statement credit. You are solely responsible for compliance with federal, state, and local tax and other laws, and any costs associated with accepting and using the Incentive. CPA may elect to change the form of the Incentive at any time, at its sole discretion.
- ii. **If you suspend or terminate your participation in the Program for any reason during the Term, including by disconnecting the Devices, you will be ineligible to receive any accrued or subsequent Incentives.**
- iii. CPA reserves the right to make changes to the Program, including the amount and nature of Incentives, from time to time. In such cases, you will be notified via email at the address on file with CPA and will have the option to terminate your participation.

5. **Participation Costs**

There is no direct cost to you to participate in the Program. You are responsible for purchasing your own Devices and providing Wi-Fi internet services, except as set forth otherwise above.

6. Program Withdrawal

You may withdraw enrollment at any time without financial penalty by contacting CPA's Power Response customer support at 1-888-292-0502 or email powerresponse@cleanpoweralliance.com. Please include your name and street address when requesting to unenroll by email.

Sunnova Customers must also contact Sunnova at 1-866-SUNNOVA and speak with a customer service representative. It may take up to sixty (60) days to process your withdrawal. Withdrawal will not affect the other services provided to you by Sunnova. Withdrawing may result in your ineligibility for further incentives and for participation in future programs by Sunnova.

7. SCE Rule 24

You agree to share your meter data with AutoGrid using SCE's Rule 24 process (see here: https://www.sce.com/sites/default/files/inline-files/Rule_24_1.pdf). During this process, you will log into SCE's website using your login and your password in order to permit SCE to share your meter data with AutoGrid and any of its subsidiaries. Alternatively, you may complete a paper form if accepted by CPA, AutoGrid, and its subsidiaries. More information about this process is available from SCE and the California Public Utilities Commission (CPUC):

- SCE: <https://www.sce.com/partners/partnerships/demand-response-service/rule-24-frequently-asked-questions>
- CPUC: <https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-costs/demand-response-dr/drp-registration-information>

8. Termination

CPA may suspend this Program or terminate your participation in its Program at any time at CPA's sole discretion.

9. Communications

By enrolling in this program, you agree to be contacted by CPA through any method specified. You are responsible for keeping your email address updated with CPA by emailing CPA's Power Response customer support at powerresponse@cleanpoweralliance.com or by calling 1-888-292-0502. In the event that your email address has changed, is not functioning properly, or is no longer valid, you might not receive Program communications.

Sunnova customers: If your email address or contact information changes, you must notify Sunnova at 1-866-SUNNOVA or customerservice@sunnova.com

You may unsubscribe from Program communications by emailing CPA's Power Response customer support at powerresponse@cleanpoweralliance.com or by calling 1-888-292-0502. Unsubscribing from Program communications may prevent completion of an enrollment or result in unenrollment from the Program.

10. Disclaimer

AutoGrid makes no representations or warranties with respect to the Program or AutoGrid's services hereunder, and AutoGrid expressly disclaims any and all representations and warranties, express or implied, with respect to the same, including, without limitation, merchantability and fitness for a particular purpose.

12. Indemnity; Limitation of Claims

Except to the extent prohibited under applicable law, you hereby release CPA and AutoGrid and each of their affiliated entities and their respective directors, officers, employees, and representatives (collectively, the "Indemnitees") from, and agree to defend, indemnify, and hold harmless the Indemnitees from and against, all claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of any violation of these Terms and Conditions by you.

CPA and AutoGrid reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with CPA's and/or AutoGrid's defense of those claims.

For disputes with AutoGrid, you must contact AutoGrid within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute, or you waive the right to pursue any claim based upon such event, facts, or dispute.

Claims against CPA are subject to the California Government Tort Claims Act, California Government Code section 900 et seq., including that Act's presentation of claims procedures.

For Sunnova Battery customers only, except to the extent prohibited under applicable law, you hereby release Sunnova and its affiliated entities and their respective directors, officers, employees, and representatives (collectively, the "Sunnova Indemnitees") from, and agree to defend, indemnify, and hold harmless the Sunnova Indemnitees from and against, all claims, damages, losses, costs, and expenses (including attorneys' fees) against the Sunnova Indemnitees arising out of any violation of these Terms and Conditions by you. Sunnova reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you under this paragraph (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with Sunnova's defense of those claims.

13. Data Usage and Disclosure

By participating in the Program, you are permitting AutoGrid to share data about your account and your Devices ("Data") with CPA. This Data may include but is not limited to email, address, and telemetry.

You also agree that AutoGrid may use Data for the following purposes (in each case to the extent permitted by applicable law): (1) to operate, maintain, provide, and enhance the Program; (2) for AutoGrid's internal purposes, including, without limitation, research and development, improvement of AutoGrid's product and service offerings, and creation of new product and service offerings; (3) to customize content and communications AutoGrid may provide to customers; and (4) for other purposes so long as the Data does not contain personally identifiable information (including where Data has been de-identified).

AutoGrid will not disclose Data to any third parties other than in furtherance of the above purposes and in the following circumstances: (1) where the Data does not contain personally identifiable information (including where Data has been de-identified); (2) in order to provide AutoGrid products or services to you (including working with third-party service providers who may assist AutoGrid in collecting, hosting, maintaining, analyzing, or otherwise processing Data for AutoGrid); (3) if required to do so by any law or regulation, in response to a court order, judicial or other government subpoena or warrant, or to otherwise cooperate with law enforcement or other governmental agencies; (4) if AutoGrid believes, in good faith, disclosure is appropriate or necessary to (a) take precautions against its own liability, (b) protect AutoGrid or others from fraudulent, abusive, or unlawful uses or activity, (c) investigate or defend against any third-party claims or allegations, (d) protect the security or integrity of AutoGrid's services and any facilities or equipment used to make such services available, or (e) protect AutoGrid's property or other legal rights (including, but not limited to, enforcement of AutoGrid's agreements), or the rights, property, or safety of others; (5) to AutoGrid's assignees, affiliates, actual or prospective lenders, financing parties, investors, insurers, and acquirers; (6) disclosure to contractors, service providers, and other third parties AutoGrid uses to support its business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which AutoGrid discloses it to them; and (7) for any purpose for which you have provided your express consent.

Likewise, by participating in the Program, you are permitting CPA to share necessary customer information including name, account details, contact information, and premise location required to enroll and participate in the Program, with AutoGrid, which information AutoGrid shall keep confidential.

14. Waiver

By accepting these Terms and Conditions, you hereby waive the right to a trial by jury or to participate in any class action or representative proceeding, and you agree that any dispute, claim, or controversy arising out of or relating to these Terms and Conditions including any breach, termination, enforcement, interpretation, or validity thereof shall

be submitted to final and binding arbitration in Los Angeles County, California. The dispute shall be submitted to arbitration in accordance with the laws of the State of California, Cal. Code Civ. Proc. sec. 1280, et seq. or any other rules that the parties mutually agree to in writing. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

15. Attorneys' Fees and Costs

If either you, CPA, or AutoGrid initiates any legal proceeding to enforce its rights under these Terms and Conditions, the prevailing party shall be entitled to an award of reasonable attorneys' fees, reasonable expert fees, and costs and expenses actually incurred.

16. Governing Law

These Terms and Conditions are governed by and construed under the laws of the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. You, CPA, and AutoGrid hereby submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Los Angeles County, California for resolution of any lawsuit or court proceeding permitted under these Terms and Conditions.

For more information, contact the CPA Power Response Program by email at:
powerresponse@cleanpoweralliance.org.

These CPA Power Response Program Terms and Conditions are subject to change based on CPA's sole discretion.

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