

TERMS AND CONDITIONS OF CLEAN POWER ALLIANCE'S POWER RESPONSE PROGRAM Residential Participants ("Terms and Conditions")¹

As of September 7, 2022

Welcome to Clean Power Alliance of Southern California's ("CPA") Power Response Program ("the Program") managed by AutoGrid Systems, Inc. ("AutoGrid").

1. Program Eligibility:

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

- You must be a CPA electricity account holder on a residential rate for the duration of the Program.
- 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 energy storage system ("Battery") sold and installed by Sunnova Energy Corporation ("Sunnova"), or ChargePoint EV charger, or SolarEdge devices including Smart EV Charger and Home Battery, collectively referred to as Devices.
- Customers who meet the eligibility requirements for the CARE/FERA² rate programs may request to receive a free Emerson Sensi thermostat if they can install and connect the thermostat to a wireless network.
- You must be at least eighteen (18) years old.
- This option is not available to customers that are on a Medical Baseline discount.
- The service account must be serviced by a Southern California Edison (SCE)-approved smart meter ("Smart Meter").
- Your account may not be enrolled in SCE's Summer Discount Program (SDP) or other SCE or 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.
- In all cases you need an online SCE account to give us access to your meter data (SCE Rule 24). If you do not have an SCE login, you will be prompted to create one to continue.
- You must agree to and comply with the following Terms and Conditions.

CPA will make a final determination of your eligibility to participate in the Program at its sole discretion. These Terms and Conditions apply to participants in CPA's Power Response Program and are between you and CPA and AutoGrid. The Program, managed by AutoGrid on behalf of CPA, will make changes to your Devices in response to requests from CPA. 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.

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 (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.

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

² CARE - California Alternate Rates for Energy; FARE - Family Electric Rate Assistance

3. 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 rewards are offered (the “Reward”):

- If you are a CPA customer that meets the eligibility requirements for the CARE/FERA rate programs, you may request, by contacting CPA, to receive a free Emerson Sensi thermostat if you can install and connect the thermostat to a wireless network. In addition to the free thermostat, you will receive a \$35 gift card annually starting Oct-2022.
- If you participate in the Program using an eligible smart thermostat, you will receive an \$85 gift card in the initial year and a \$40 gift card annually starting Oct-2022.
- If you participate in the Program using an eligible electric vehicle charger, you will receive a \$100 gift card in the initial year and a \$25 gift card annually starting Oct-2022.
- If you participate in the Program using your eligible Sunnova Battery, you will receive a \$100 gift card in the initial year and a \$100 gift card per year thereafter annually.
- If you participate in the Program using your eligible SolarEdge Home Battery, you will receive a \$400 gift card in the initial year and a \$300 gift card every year after starting Oct-2023.
- You may participate with more than one eligible Device and receive additional rewards.
- All Rewards, with the exception of the Sunnova Battery Rewards, will be made within six (6) weeks of your participation approval from the California Independent Service Operator (“CAISO”), the annual incentive payments will be received thereafter will be made in October of each year.
- Sunnova Battery Rewards will be made within eight (8) weeks of your participation approval from CAISO, the annual incentive payments will be received before December 31 of each year during the Term.

The Rewards will be in the form of a major credit card gift card (Visa or Mastercard at CPA’s discretion) usable at any outlet that accepts that credit card. The Reward will not be exchangeable for cash or Southern California Edison Company (“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 Reward.

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 Rewards.

CPA reserves the right to make changes to the Reward 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.

4. Program Parameters for Batteries

Your Device may be accessed (controlled) for a discharge of power to your home (an “Event”) any time and day of the year up to 100 times per year, but no Events may take place more than three consecutive days in a row and may not last longer than five (5) hours at a time. Your Device will always maintain a minimum of 20% of its charge at all times. Your Device will not be accessed in case of a blackout or in case SCE has announced a public safety power shut-off (PSPS) event. Please visit <https://www.sce.com/wildfire/psps> 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”) will require no more than ten minutes advance notice to Sunnova and is allowed any day of the week, for a maximum of five (5) consecutive hours, one (1) consecutive day, 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.

5. Program Parameters for all Devices other than Batteries

Your Devices, other than Batteries, will not be accessed beyond the following parameters:

- Nest smart thermostats will not be accessed (controlled) more than 20 times from May-1 to Oct-31 of each year between 1-9 PM PPT and 20 times from Nov-1 to the next Apr-30 between 6 AM-9 PM PPT; no more than 3 times per week, and no more than 4 hours in any given day, and not on holidays.
- ecobee smart thermostats will not be accessed (controlled) more than 20 times from May-1 to Oct-31 of each year between 1-9 PM PPT and 20 times from Nov-1 to the next Apr-30 between 6 AM-9 PM PPT; no more than 3 times per week, and no more than 4 hours in any given day, and not on holidays.
- Emerson Sensi smart thermostats will not be accessed (controlled) more than 20 times from May-1 to Oct-31 of each year between 1-9 PM PPT and 20 times from Nov-1 to the next Apr-30 between 6 AM-9 PM PPT; no more than 3 times per week, and no more than 4 hours in any given day, and not on holidays.
- 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 ranging 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 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.

In cases of a Grid Emergency, AutoGrid may dispatch 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.

6. Enrollment Costs

The Program is free to enroll.

7. Program Withdrawal

You may withdraw enrollment at any time without financial penalty by contacting CPA’s Power Response customer support at 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. Withdrawal may result in your ineligibility for further incentives and for participation in future programs by Sunnova.

8. 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-drp-registration-information>

9. Termination

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

10. Communications

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

11. 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. AutoGrid reserves the right, at its 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 AutoGrid's defense of those claims.

You must contact both CPA and 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.

For 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 Indemnities 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 deidentified).

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 deidentified); (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.

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 the Program is subject to these Terms and Conditions including any breach, termination, enforcement, interpretation, or validity thereof.

15. Attorneys' Fees and Costs

If either you or AutoGrid initiates any legal proceeding against the other 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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