

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

*As of February 10, 2023*

Welcome to Clean Power Alliance of Southern California’s (“CPA”) Power Response Commercial Leaders 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 business rate for the duration of the Program.
- To participate by means of manual adjustment to your systems, you do not need a specific device.
- To participate with dispatchable devices, 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, ChargePoint EV charger, or another approved device or control system with which AutoGrid can connect, collectively referred to as Devices.
- You must identify an email address, phone number, and an authorized representative, who is responsible for and authorized to manage Commercial Energy Saving Events (“Events”) on behalf of the account owner and to receive notices from CPA.
- The service account must be serviced by a Southern California Edison (SCE)-approved smart meter (“Smart Meter”).
- Your account may not be enrolled in any other demand response program including but not limited to those offered by third parties or SCE’s Charge Ready Program, Summer Discount Program (SDP) or other SCE or third-party Demand Response (DR) programs. Customers enrolled in any of these programs must disenroll prior to enrolling in the CPA Power Response Commercial Leaders 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 Power Response Commercial Leaders Program at its sole discretion. These Terms and Conditions apply to participants in CPA’s Power Response Commercial Leaders 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) 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 premise during the Term at your sole cost and expense.

3. Incentives

You acknowledge that CPA may receive all credits, rebates, environmental attributes 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”):

- You may be eligible to receive an annual incentive at a rate up to \$80 per kilowatt for power reduced during Events based on the measured performance of power reduced during demand response Events over the course of the calendar year.
- Incentives will only be paid for months in which a customer participates in at least one event.
- Incentives will be issued to the participating business in the form of a paper check or an ACH transfer, as requested. Checks will expire 90 calendar days after issuance. If checks expire or are returned to AutoGrid, customers may request the reissuance of a check for up to one year after check issuance date and AutoGrid will make a reasonable effort to reissue the check within 30 days of a customer's request.
- You must identify an email address, phone number, and an authorized representative, who is responsible for and authorized to receive payments from CPA. It is your responsibility to keep contact and account information current.

The Reward will not be exchangeable for 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 incentives accrued within that calendar month or any subsequent Rewards. You will still receive your incentive for prior months in which you were actively enrolled for the entire duration of the month.**

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. Incentive Calculation

To qualify for incentives, your data must show a net energy reduction compared to your historical energy use per state requirements. Energy reduction will be calculated against your historical energy use using the state approved methodology, which uses a 10-of-10 baseline and is defined in CAISO's tariff, section 4.13.4.1.

Incentives will be calculated based on your business' monthly event performance. The number of reduced kilowatt hours of energy will be calculated per event and will be divided by the number of hours dispatched for each event to arrive at the incentivized kilowatt value. The incentive for the month will be based on the monthly average. If the participant does not participate or does not reduce energy during any of the Events within a month, the incentive will be zero for that month.

#### 5. Program Parameters

You will not be asked to participate beyond the following parameters:

- Events will not be called more than 15 times per year.
- Event notifications will be sent the day prior to the event and the day of an event.
- Events will occur Monday through Friday between 4 and 9 PM and be no longer than 4 hours. There will be no more than 3 Events in a given 7-day period or Events on weekends or holidays.
- Any connected device will be dispatched to directly reduce power or adjust settings to reduce energy use on site during the event.
- You may opt out at any time without financial penalty.

Notwithstanding the foregoing, in cases of a Grid Emergency, AutoGrid may dispatch your Device more than 3 times in a week, on a weekend, 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. Participation Costs

The Program is free to participate.

## 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](mailto:powerresponse@cleanpoweralliance.com). Please include your name and street address when requesting to unenroll by email.

## 8. SCE Rule 24

By enrolling or participating in this Program, you agree to share your meter data with AutoGrid using SCE's online authorization process (see here: [https://www.sce.com/sites/default/files/inline-files/Rule\\_24\\_1.pdf](https://www.sce.com/sites/default/files/inline-files/Rule_24_1.pdf) ). During the enrollment 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>

## 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

Event notifications will be sent via email and text message. You are responsible for keeping email addresses and phone numbers of all parties managing event responses updated with CPA by emailing CPA's Power Response customer support at [powerresponse@cleanpoweralliance.com](mailto:powerresponse@cleanpoweralliance.com) or by calling 1-888-292-0502. In the event that your email address or phone number has changed, is not functioning properly, or is no longer valid, you might not receive Program communications.

## 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 AutoGrid and its 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 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.

### 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 do not contain personally identifiable information (including where Data have 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 these Terms and Conditions or the 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](mailto:powerresponse@cleanpoweralliance.org).

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

#### Disclaimer

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