

Fleet Managed Charging Program Terms & Conditions

The Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy (each, “NV Energy”) Fleet Managed Charging Program (“Program”) is designed to proactively manage peak demand or shift load from electric vehicle (“EV”) charging by utilizing networked electric vehicle supply equipment (“EVSE”) that includes demand response managed charging capabilities. Under this Program and upon prior notice to Participant, NV Energy may remotely connect to Participant's equipment and, to support grid stability and efficiency, may manage energy flow to the equipment. By enrolling in this Program, you, the customer (“me,” “I” or “Participant”), agree to the following Terms and Conditions (“Terms”).

1. **Program Participation.** Participant must:
 - Install a minimum of eight (8) and a maximum of thirty-six (36) L2 chargers;
 - Install a minimum of two (2) and a maximum of four (4) DCFC chargers;
 - Enroll in NV Energy’s Electric Vehicle Recharge Rider (EVRR) time of use rate;
 - Enroll in the Program for a minimum of thirty-six (36) months;
 - Separately meter the charging infrastructure;
 - Not install onsite generation for EV chargers;
 - Use charging infrastructure for its own fleet EV’s;
 - Maintain the equipment over its useful life;
 - Participate in a minimum of 75% of NV Energy’s demand response managed charging events per year; and
 - Grant NV Energy access to remotely adjust the setting of the charger(s) for demand response events.
2. **Eligibility.** Participant must:
 - Be an NV Energy customer with electric service in Participant’s business name;
 - Be an authorized representative having the legal power and right to bind the business; and
 - Participant’s EV fleet must be registered with the Nevada Department of Motor Vehicles (DMV) within six (6) months after approved enrollment.
3. **Equipment.** Chargers must be:
 - Qualified Level 2 and DCFC chargers, as identified on the qualified equipment list on the NV Energy Fleet Managed Charging Program website;
 - ISO 15118 Certified;
 - Dual port and separately metered; and
 - Compatible with open ADR or other potential standard communication protocols upon approval.
4. **Participant Responsibilities.** Participant shall:
 - Allow NV Energy remote access to schedule demand response events based on grid optimization and Participant’s needs;
 - Allow NV Energy to remotely adjust power levels of Participant’s chargers to optimize energy usage;
 - Comply with all applicable laws;
 - Obtain all licenses, permits or other approvals required for equipment, installation and/or services required to participate in the Program;
 - Be responsible for the economic and technical feasibility, operational capability and reliability of Participant’s installations, products, and solutions, and Participant is solely responsible for proper installation and disposal of any and all equipment;

- Allow reasonable access to Participant's property for inspections, including but not limited to:
 - (a) post-installation equipment inspection to check implemented measures and to verify compliance with the Program requirements;
 - (b) post-operation inspection to verify energy savings of the measures after a period of operation; and
 - (c) inspection for any other reason (related to the Program); and
- Maintain Participant's chargers and related EV equipment.

5. **NV Energy Responsibilities.** NV Energy will:

- Receive, review and approve customer program enrollments;
- Receive, review, and issue payment for upfront enrollment and for participation in each managed charging event; and
- Communication of schedule of the demand response charging events and changes to Participants, as needed.

6. **Participation Incentive Payments.**

NV Energy will issue an enrollment incentive payment between 45-60 business days of NV Energy approving Participant's Incentive Application. The enrollment incentive payment shall not exceed the purchase price of the charger, charger equipment and/or installation service. The enrollment incentive will be issued in the form of a check or an electronic payment, not utility bill credits.

The participation incentive will be issued within the first quarter of the following calendar year for the previous year's participation in the form of bill credits.

A third-party payment addendum form must be submitted if Participant is not listed on the meter account (utility bill) but are the property owner, landlord, trade ally and are receiving an incentive.

7. **Data Usage.**

Any information provided by Participant will be used in accordance with NV Energy's data privacy policies. NV Energy may share data obtained from the Program with third parties in an aggregated, non-personal identifiable format.

8. **Termination.**

I understand I may terminate my participation in the Program in its entirety by contacting NV Energy at smartcharge@nvenergy.com or (855) 676-9373. Upon termination of the Program, I understand and acknowledge that I will not receive any further rebates or incentives related to the Program from NV Energy.

Additionally, I understand that if I cancel my enrollment in the Program prior to the minimum 36-month participation period, I agree to return my enrollment incentive at NV Energy's request.

NV Energy reserves the right to terminate Participant's enrollment for non-compliance with these Terms.

NV Energy reserves the right to terminate the Program at any time for any reason.

9. **Disclaimer.**

NV Energy is not responsible for any damage to vehicles or chargers resulting from participation in the Program. The selection, purchase, installation, operation, maintenance, removal, repair and use of the EV Charger is the sole responsibility of Participant.

NV Energy makes no representation or warranty and assumes no liability expressed or implied, including but not limited to the warranties of merchantability or fitness for a particular purpose, with respect to the charger or the services of any installer, vendor, supplier, quality, safety, performance or aspect of any design, system or appliance installed pursuant to the Program, and NV Energy expressly disclaims any such representation, warranty, or liability. Under no circumstances shall NV Energy be liable for any monetary damages related to the Program. NV Energy does not guarantee any level of savings.

To the maximum extent allowed by law, I acknowledge and agree that NV Energy (including their employees and contractors) shall not be liable for any loss, damage or injury that may be sustained by me or my property arising from or in connection with the Program.

10. **Indemnification.**

I agree to indemnify and release NV Energy, its respective subsidiaries, affiliates, officers and employees from all claims, demands, losses, damages, costs, expenses and liability (legal, contractual or otherwise), which arise from or are in any way connected with any: (1) injury to or death of persons, (2) injury to me or my landlord's property, or (3) violation of any applicable laws, statutes or ordinances.

11. **Governing Law; Venue.**

This Program and these Terms shall be construed and interpreted in accordance with the laws of the State of Nevada. Any action resulting from any breach of these terms and conditions on the part of NV Energy must be commenced within one year after the cause of action has accrued. Any suit, action, or proceeding arising out of or relating to the Program and these Terms shall only be filed in a federal court in Clark County, Nevada, unless the federal court lacks jurisdiction over the matter, in which case the party shall file the suit, action or proceeding in a court of competent jurisdiction in Clark County, Nevada. Each party waives any objection which it may have now or hereafter to the laying of the venue of such action or proceeding and irrevocably submits to the jurisdiction of any such state court in any such suit, action or proceeding.

12. **Jury Trial Waiver.**

TO THE FULLEST EXTENT PERMITTED BY LAW, NV ENERGY AND I WAIVE ANY RIGHT NV ENERGY AND I MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS AND THE PROGRAM, AND FURTHER WAIVE ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

13. Modifications.

These Terms are subject to change by NV Energy from time to time at its discretion, and if NV Energy makes any substantial changes, NV Energy may notify me by sending me an email to the last email address I provided to NV Energy (if any), and/or by posting a notice of the changes on www.nvenergy.com.

14. Miscellaneous.

These Terms constitute the entire agreement between me and NV Energy regarding the Program. NV Energy's failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The word "including" means "including without limitation". If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Participant's relationship to NV Energy is independent akin to and as if I am an independent contractor, and neither party is an agent or partner of the other. These Terms, and my rights and obligations herein, may not be assigned, subcontracted, or otherwise transferred by me without NV Energy's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. NV Energy may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.