LADWP's Commercial & Industrial EV Managed Charging Program
Terms and Conditions

1 Program Overview

1.1 **Program Description** - The Los Angeles Department of Water and Power ("LADWP") Commercial & Industrial Electric Vehicle ("EV") Managed Charging Program (the "Program") is a voluntary program available to eligible commercial and industrial customers and authorized operators of EV charging infrastructure ("Participants"). The Program is designed to encourage grid-beneficial EV charging by shifting charging activity to off-peak periods and other preferred charging windows through Program incentives, charging management strategies, and other Program features established by LADWP. Participation is facilitated through approved charge management system ("CMS") partners that support enrollment, charging management, data sharing, Participant communications, and other Program functions. In this Program, a Participant may be both a Participant and CMS partner. Where a Participant is also a CMS partner, the Participant's acceptance of these Terms and Conditions and completion of the Program Application shall satisfy all applicable LADWP Participant and CMS consent requirements for the Program. Members of the public leveraging EV charging infrastructure ("End Users") owned and operated by Participants or CMS (e.g., in multi-family, workplace, or public charging locations) may also participate in the program by shifting their charging, but they are not explicitly enrolled in the program. The Program operates on an ongoing basis and may be modified or expanded over time to support LADWP system conditions, grid needs, and Program objectives. Participation in the Program requires authorization to collect, access, and share certain site, EV and/or EV supply equipment ("EVSE"), and charging data as described in this Agreement. The Program is implemented by LADWP with support from one or more Program implementation partner(s) that may provide Program administration, technology platform services, data aggregation and validation, reporting, incentive processing, and coordination with approved CMS partners.

2 Eligibility

2.1 **Eligibility Requirements** - Participant must meet and continue to meet, all the following requirements set forth in this Section 2.0, throughout the duration of the Program.

2.2 **LADWP Non-Residential Electric Service Account** – The Site associated with the enrolled EV and/or EVSE must receive electric service from LADWP under an active non-residential electric service account in good standing within LADWP's electric service territory and must remain eligible for the duration of Program participation. Participant must be the Site Owner, customer, or authorized operator with authority to enroll the applicable EV and/or EVSE in the Program.

2.3 **Eligible Site** – EV charging activity associated with the Program must occur at an eligible commercial or industrial site ("Site") located within LADWP's electric service territory. Eligible Site types and any applicable Site eligibility requirements will be determined by LADWP and made available through the LADWP Program website. LADWP may modify eligible Site types and Site eligibility requirements from time to time.

2.4 **Approved Participation Method** - Participant must enroll and participate through a participation method approved by LADWP. Approved participation methods may include participation through an approved charge management system ("CMS") partner, EV or vehicle telematics, EVSE or charging-network systems, or other

participation methods made available by LADWP. Where participation is facilitated through a CMS Partner, Participant authorizes the CMS Partner to enroll the applicable Site, EV and/or EVSE on Participant's behalf and to perform applicable Program functions authorized by Participant, including the transmission of required Program data.

2.6 **Connectivity and Operational Requirements** – Participant must maintain, or ensure the maintenance of, the communications, connectivity, equipment, software, subscriptions, and other functionality necessary for Program participation, as applicable to the enrolled EV and/or EVSE and selected participation method. Participant must maintain enrolled EVs, EVSE, and related equipment in good working order and in accordance with applicable manufacturer and service-provider requirements. Connectivity interruptions, equipment malfunctions, software limitations, or other conditions outside LADWP's control may limit or prevent Program functionality and do not relieve Participant of responsibility for satisfying Program eligibility requirements. Participant or their supporting CMS Partner shall provide data verifying that EV and/or EVSE equipment is in working order at the time of enrolllment, and may be asked by LADWP to verify working order of the equipment periodically while enrolled in the program.

2.7 **Authorization and Consent** - Participant must agree to these Terms and Conditions and provide all required authorizations and consents for Program participation, including the collection, access, transmission, and sharing of applicable Site, EV and/or EVSE charging and enrollment data. Where a CMS Partner or other authorized entity performs Program activities on Participant's behalf, Participant must provide the authorization necessary for that entity to perform such activities, including completing the Program Application.

2.8 **No Conflicting Enrollment** - Participant may not simultaneously enroll the same Site, EV and/or EVSE, or associated charging load in another LADWP managed charging, demand response, or other load management program where LADWP determines, in its sole discretion, that such concurrent participation would conflict with or materially interfere with Program operations, measurement and verification, performance accounting, or incentive eligibility, including the potential for duplicate compensation or double counting of load reductions or load shifting.

2.9 **Verification of Eligibility** - Participant must provide reasonable information or documentation upon request to verify eligibility and compliance with Program requirements, including, as applicable, verification of the LADWP electric service account, Site location, authority over the enrolled EV and/or EVSE, equipment characteristics, connectivity, participation method, or other information reasonably required by LADWP. LADWP and/or its Program implementation partner(s) may verify eligibility at enrollment and periodically thereafter.

3 Authorization, Enrollment and Participation

3.1 **Authorization for Managed Charging** - Participant agrees that enrollment in the Program authorizes LADWP and its Program implementation partner(s), as applicable, to administer Participant's participation in the Program, including verifying eligibility, receiving and evaluating Program-related data, calculating Program performance and Incentives, and performing other functions reasonably necessary to administer the Program. Where participation is facilitated through an approved CMS Partner, Participant authorizes the CMS Partner to perform applicable Program activities on Participant's behalf, consistent with the authorization provided by Participant and the terms of this Agreement.

3.2 **Enrollment Requirements** - Participant must complete the Program application and enrollment process through an LADWP-approved enrollment method and enroll at least one eligible Site, EV and/or EVSE, as applicable. Participant may enroll more than one eligible Site, EV and/or EVSE, provided each enrolled Site, EV and/or EVSE meets the applicable eligibility requirements specified in Section 2.0 and is approved for participation. Incentives, if any, associated with enrolled Sites, EVs and/or EVSE shall be provided only as described in Section 6.0 and may be subject to Program limits, verification, performance requirements, and continued eligibility.

3.3 **Participation Methods -** Participants may participate in the Program through one or more participation methods approved by LADWP, including CMS-based, EV-based, EVSE-based, or other Program-approved participation methods, depending on technical compatibility, Program availability, and the type of Site, EV and/or EVSE enrolled.

3.3.1 **EV (OEM) Participation** - Where EV-based participation is available, Program participation may be implemented through vehicle-based systems, including OEM or vehicle telematics systems and associated applications or interfaces approved for use with the Program. Participant must own, lease, operate, or otherwise have authorized access to an eligible EV, and must maintain any connectivity, authorization, subscription, or other functionality required for the enrolled EV to participate.

3.3.2 **EVSE Participation** - Where EVSE-based participation is available, Program participation may be implemented through networked EVSE, charging-network systems, or other approved systems capable of providing required Program data and supporting applicable charging management functionality required by the applicable Program-approved participation method. Participant must own, lease, operate, or otherwise have authorized access to eligible EVSE located at the enrolled Site.

3.3.3 **CMS-Based Participation** - Where participation occurs through an approved CMS Partner, the CMS Partner may submit enrollment information on Participant's behalf, transmit required Site, EV and/or EVSE data, support applicable charging management functionality, provide Program communications and performance information, and facilitate the distribution of Incentives, as applicable. Participant remains responsible for complying with these Terms and Conditions and for ensuring that the CMS Partner has the authorization necessary to perform such activities on Participant's behalf.

3.4 **Participant Responsibilities and Control** - Participant remains responsible for the operation and use of each enrolled Site, EV and/or EVSE and for ensuring that charging activities support Participant's operational and mobility needs. Participant may use available controls, scheduling functions, or override capabilities provided through the applicable participation method. The availability and functionality of such controls may vary based on the enrolled EV, EVSE, CMS Partner, connectivity, and other technical or operational limitations. Charging outside preferred charging periods or use of available override functionality does not, by itself, result in removal from the Program; however, such activity may affect Program performance and Incentive eligibility or amounts, as applicable.

3.5 **Accuracy of Enrollment Information and Continuing Authorization** - Participant is responsible for ensuring that information submitted in connection with Program enrollment is accurate and complete, whether submitted directly by Participant or by a CMS Partner or other authorized representative on Participant's behalf. Participant must maintain all authorizations, rights, permissions, and consents necessary to enroll

and continue participating with each Site, EV and/or EVSE and must notify LADWP or the applicable Program channel of material changes that may affect Program eligibility or participation.

3.6 **Relationship with CMS Partner and Other Service Providers** – Participant's use of a CMS Partner, EV manufacturer, EVSE provider, charging-network provider, or other third-party service provider does not transfer Participant's obligations under this Agreement to such third party. Participant is responsible for maintaining any separate agreements, subscriptions, permissions, or service arrangements necessary for Program participation. LADWP is not a party to agreements between Participant and such third-party service providers unless expressly stated otherwise.

3.7 **Concurrent LADWP Programs** - Participation in other LADWP electric transportation incentive programs may be encouraged but is not required for participation in this Program. Participation in multiple LADWP programs involving the same EV and/or EVSE is subject to the limitations set forth in Section 2.8.

4 Program Operations

4.1 **Managed Charging Operations** - Managed charging under the Program is designed to encourage or facilitate the shifting of EV charging to off-peak or other grid-beneficial time periods in support of Program objectives and LADWP system conditions and grid needs. Depending on the approved participation method, managed charging functionality may be implemented through an approved CMS Partner, EV or vehicle telematics systems, EVSE or networked charging systems, and/or other Program-approved systems. Available managed charging functionality may vary based on the enrolled Site, EV and/or EVSE, participation method, technical capabilities, and Program requirements.

4.2 **Charging Preferences and Scheduling** - Charging schedules and preferences may be established or managed through the applicable CMS Partner, application, platform, or other interface associated with the Participant's approved participation method. Participant remains responsible for ensuring that charging activities and schedules are consistent with the Site's operational and mobility needs. The Program is intended to encourage charging during preferred charging periods while allowing Participants and authorized users to manage charging based on their operational needs.

4.3 **Charging Control and Overrides** - Participant and authorized users may use available scheduling, override, opt-out, or other charging controls provided through the applicable participation method. The availability, method, and functionality of such controls may vary depending on the CMS Partner, enrolled EV and/or EVSE, connectivity, and applicable system capabilities. Charging outside preferred charging periods or use of available override or opt-out functionality does not, by itself, result in removal from the Program; however, such activity may affect Program performance and Incentive eligibility or amounts, as applicable.

4.4 **Preferred Charging Periods and Grid Conditions -** LADWP may establish preferred charging periods, including off-peak charging periods, and other Program operating parameters based on LADWP system conditions, grid needs, Program objectives, or other operational considerations. Current preferred charging periods and other applicable Program parameters will be made available on the LADWP Program website and may be modified by LADWP from time to time. Changes may be communicated through the applicable Program communication channels.

4.5 **Communications and Notifications -** LADWP and/or its Program implementation partner(s) may provide Program-related communications directly or through the applicable CMS Partner or other approved participation method, as applicable. Such communications may include enrollment status, operational updates, charging-period

information, performance information, Incentive information, changes to Program requirements, and other information reasonably related to Program administration. Communications may be delivered through electronic means, including email, text message, application or platform notifications, or other available methods. Participant is responsible for maintaining accurate contact information with the applicable Program communication channel. LADWP does not guarantee the timing, delivery, or receipt of any Program-related communication.

4.6 **Connectivity, Availability and Limitations -** Program participation depends on the availability and proper operation of applicable communications, connectivity, equipment, software, and third-party systems, which may include internet, Wi-Fi, cellular service, CMS platforms, EV or vehicle telematics systems, EVSE networks, charging-network systems, and other Program-related technologies. Program functionality may be limited, interrupted, or unavailable due to connectivity issues, equipment malfunctions, software updates, system maintenance, third-party service interruptions, changes in third-party system access, or other factors outside LADWP's control. Participant remains responsible for Site operations and charging needs during periods when Program functionality is limited or unavailable.

4.7 **Program Modifications and Suspension -** LADWP reserves the right, in its sole discretion, to modify, suspend, or terminate the Program, in whole or in part, at any time. Such modifications may include changes to Program operations, preferred charging periods, participation methods, eligibility requirements, Incentives, performance requirements, or other Program features. LADWP may also suspend or discontinue a Participant's participation if the Participant no longer meets Program eligibility requirements or fails to comply with these Terms and Conditions, subject to the termination provisions specified in Section 7.0.

4.8 **No Guarantee of Charging Availability or Savings -** Participation in the Program does not guarantee specific charging outcomes, Incentive amounts, cost savings, bill reductions, operational savings, or the availability of Program functionality at all times. Actual Program outcomes may vary based on factors including charging behavior, Site operations, Participant or authorized-user preferences, equipment performance, connectivity, applicable rates, grid conditions, and system limitations. Program participation is intended to support grid operations and Program objectives and does not ensure any particular financial, charging, or operational outcome for Participants.

5 Data Collection, Use and Privacy

5.1 **Data Collection and Sharing** - Participation in the Program requires the collection, access, transmission, and sharing of certain information related to the Participant, enrolled Site, EV and/or EVSE, and associated charging activity, as applicable to the approved participation method. Program-related data may include, but is not limited to, Participant contact information; Site information, including service address, LADWP account information, applicable rate or tariff, and charging infrastructure characteristics; EV and/or EVSE characteristics and identifiers; charging interval data; charging session information, including charging start and stop times, energy usage, average and peak charging power, and state of charge where available; charging schedules and overrides; and other information reasonably necessary to administer and evaluate the Program. Participant authorizes its approved CMS Partner and/or other authorized service provider, as applicable, to provide required Program-related data to LADWP and its Program implementation partner(s).

The Program does not require personally identifiable information concerning individual drivers to be provided by a CMS Partner solely because such drivers use an enrolled Site. Where a participation method requires additional information associated with an

individual EV or authorized user, such information will be collected and used only as applicable to that participation method and subject to the required authorizations and consents.

5.2 **Use of Data** - LADWP may use Program-related data for purposes including, but not limited to, Program administration and operations, eligibility verification, Incentive calculation and processing, accounting, auditing, measurement and verification, Program performance evaluation, system planning, grid operations, load forecasting, research and analysis, and compliance with applicable legal, regulatory, grant, reporting, and recordkeeping requirements. LADWP may publish or share aggregated or anonymized Program results and analyses, provided that such information does not identify individual Participants or other identifiable persons.

5.3 **Data Retention** - LADWP and its Program implementation partner(s) may retain Program-related data for as long as reasonably necessary to administer and operate the Program; satisfy Program reporting, auditing, measurement and verification, grant, and recordkeeping requirements; comply with applicable laws and regulations; resolve disputes; and enforce this Agreement. Data retention periods may vary depending on the type of data and the purpose for which it is used. Aggregated, anonymized, or de-identified charging and load data may be retained for longer periods for planning, analytical, research, measurement and verification, or reporting purposes, as permitted by applicable law.

5.4 **Data Security and Cybersecurity** - LADWP and its Program implementation partner(s) implement commercially reasonable administrative, technical, and physical safeguards designed to protect Program-related data from unauthorized access, use, alteration, or disclosure, consistent with applicable laws, regulations, and industry standards relevant to the services provided and the sensitivity of the data involved. Participant acknowledges that Program participation may rely on third-party systems, including CMS platforms, EV manufacturers, EVSE manufacturers, charging-network providers, telecommunications providers, and other technology or service providers, and that no data transmission, storage, or cybersecurity system can be guaranteed to be fully secure.

5.5 **Privacy Policies** - LADWP's collection, use, retention, and protection of Program-related information is governed by applicable LADWP policies and legal requirements. Information collected, processed, or maintained by Program implementation partner(s), CMS Partners, EV manufacturers, EVSE providers, charging-network providers, or other third-party service providers may also be subject to the applicable privacy policies, terms, and agreements of those entities. Participant is encouraged to review the applicable privacy policies and agreements associated with its selected participation method.

5.6 **California Public Records Act Notice** - LADWP is a municipal utility subject to the California Public Records Act ("CPRA"). Information provided to or maintained by LADWP in connection with Program participation may be subject to disclosure in response to a CPRA request unless such information is exempt from disclosure under applicable law. LADWP will process and respond to CPRA requests in accordance with applicable legal requirements.

5.7 **Communications Consent** - By enrolling in and participating in the Program, Participant consents to receive Program-related communications from LADWP and/or its Program implementation partner(s), directly or through the applicable CMS Partner or other approved Program communication channel. Such communications may include enrollment and eligibility information, operational updates, preferred charging-period information, performance information, Incentive information, changes to Program requirements, and other information reasonably related to Program

administration. Participant represents that contact information provided for Program purposes is accurate and that Participant is authorized to receive communications at such contact points.

5.8 **Withdrawal of Consent and Unenrollment -** Participant may withdraw required authorization or consent for continued Program data collection and sharing by unenrolling from the Program in accordance with this Agreement. Withdrawal of required authorization or consent may result in cessation of Program participation and may affect eligibility for Incentives. Requests concerning deletion of personal information maintained by a Program implementation partner, CMS Partner, or other third-party service provider will be handled in accordance with the applicable entity's privacy policy and applicable law. Program-related data collected prior to unenrollment may continue to be retained and used by LADWP in accordance with this Section 5.0 and applicable law, including aggregated, anonymized, or de-identified charging and load data retained for Program measurement, evaluation, planning, auditing, or reporting purposes.

6 Incentives

6.1 **Incentive Eligibility -** Subject to the terms of this Agreement, a Participant with an eligible Site, EV and/or EVSE that is enrolled and verified by LADWP may be eligible to receive Program participation incentives ("Incentives"). Eligibility for Incentives is subject to continued compliance with Program requirements, availability of required Program data, verification of applicable charging activity or operational capacity, and any other criteria established by LADWP. Eligibility for a particular Incentive may vary based on the Participant's role, Site characteristics, ownership or operational arrangements, participation method, and other applicable Program criteria.

6.2 **Incentive Structure -** LADWP may offer one or more Incentive types intended to encourage Program enrollment, continued participation, and grid-beneficial charging behavior. Incentives may include, but are not limited to, a one-time enrollment Incentive based on verified operational capacity and an ongoing Incentive based on eligible charging activity occurring during LADWP-designated preferred or off-peak charging periods. Applicable Incentive amounts, charging periods, payment frequency, Program limits or caps, and other Incentive requirements will be specified on the LADWP Program website and may be updated by LADWP from time to time.

6.2.1 **Enrollment Incentive** – Where offered, an enrollment Incentive may be based on the verified operational capacity associated with an enrolled Site, EV and/or EVSE, as determined in accordance with applicable Program requirements. If additional eligible charging infrastructure or operational capacity is added after initial enrollment, additional Incentive eligibility, if any, will be determined in accordance with the Program requirements in effect at that time.

6.2.2 **Off-Peak Charging Incentive** – Where offered, an ongoing charging Incentive may be based on verified eligible charging energy occurring during LADWP-designated Off-Peak Incentive Windows, as published on the LADWP Program website. Only charging energy occurring during the designated Off-Peak Incentive Windows shall qualify for the applicable Incentive. Eligible charging activity and applicable Incentive calculations will be determined using Program-related data received through the Participant's approved participation method and in accordance with the Program requirements in effect for the applicable period.

6.2.3 **Event-based Charging Incentive** – Where offered, an event-based charging Incentive may be based on verified eligible charging energy occurring during

LADWP-designated demand response or grid event periods. Eligible charging activity and applicable Incentive calculations will be determined using Program-related data received through the Participant's approved participation method and in accordance with the Program requirements in effect for the applicable period.

6.3 **Incentive Calculation and Verification** - LADWP and/or its Program implementation partner(s) may calculate and verify Incentives using Program-related data provided through the applicable participation method. LADWP may adjust, withhold, or deny an Incentive where required Program data is incomplete, inaccurate, unavailable, or cannot reasonably be verified; where the Participant or enrolled Site, EV and/or EVSE does not meet applicable Program requirements; where participation conflicts with another LADWP program as described in Section 2.8; or where LADWP determines that an Incentive was calculated using duplicate, erroneous, or otherwise ineligible charging activity or operational capacity.

6.4 **Incentive Distribution** - Incentives may be distributed directly to the Participant or through an approved CMS Partner or other Program-approved payment channel to the Participant or End User, as determined by LADWP and the applicable participation method. Where Incentives are distributed through a CMS Partner, the CMS Partner shall distribute the applicable Participant Incentive in accordance with its agreement or service arrangement with the Participant or End User. Participant or End User is responsible for providing and maintaining accurate information reasonably necessary for Incentive distribution. Applicable Incentive payment methods and distribution procedures will be identified in Program materials and/or on the LADWP Program website. In scenarios where the CMS Partner is distributing incentives to Site Operators or End Users, the CMS Partner will make data available to LADWP that demonstrates that the incentive funds, or equivalent value, earned by the Site Operator or End User were distributed accordingly. The CMS Partner shall require a Site Operator or End User to complete the necessary registration through an existing mechanism (e.g., data platform, mobile application) to receive incentives. Incentive funds, or equivalent value, may be distributed to Site Operators or End Users through direct cash compensation, or changes to prices paid for energy consumption. This can include session credits and bill credits.

The CMS Partner shall provide data to verify the manner and amounts for incentive distribution to Site Operators or End Users.

Where the CMS Partner and Site Operator are separate entities, each shall receive the applicable enrollment Incentive, subject to Program eligibility and verification requirements. Where the CMS Partner and Site Operator are the same entity, that entity shall receive a single enrollment Incentive in its combined capacity as CMS Partner and Site Operator.

Ongoing off-peak charging Incentives shall be allocated based on the applicable Program Site type and in accordance with the Incentive structure and allocation published on the LADWP Program website for the applicable Incentive period. Where the CMS Partner is also the Site Operator, the CMS Partner shall retain the portion of the ongoing Incentive allocated to the Site Operator and distribute any applicable portion to eligible End Users. Where the CMS Partner and Site Operator are separate entities, the CMS Partner shall distribute the applicable ongoing Incentives to the Site Operator and/or eligible End Users in accordance with the applicable Program requirements.

In all cases, the CMS Partner shall provide an Incentive Disbursement Report at the end of each applicable Incentive period demonstrating the amounts of ongoing off-peak charging Incentives distributed to Site Operators and/or End Users, including any

amounts retained by the CMS Partner in its capacity as Site Operator. The report shall include information sufficient to verify the manner and amounts of Incentive distribution, including any equivalent value provided through credits or other approved methods. The reporting format and requirements shall be agreed upon during the CMS Partner onboarding process.

6.5 **Incentive Payment Conditions** – A Participant that voluntarily unenrolls or whose participation is terminated will remain eligible for verified Incentives earned through the effective date of unenrollment or termination, subject to applicable Program requirements and completion of Incentive verification. LADWP may withhold, adjust, or recover Incentives in cases of fraud, material misrepresentation, duplicate compensation, erroneous payment, or other circumstances determined by LADWP to make the Incentive ineligible under Program requirements.

6.6 **Tax Responsibility** - Incentives may be considered taxable income under federal, state, or local law. Participant is solely responsible for determining and satisfying any tax obligations associated with Incentives received through the Program.

7 Termination and Withdrawal

7.1 **Program Modification or Termination by LADWP -** LADWP reserves the right, in its sole discretion, to modify, suspend, or terminate the Program, in whole or in part, at any time. Such modifications may include changes to Program duration, eligibility requirements, participation methods, Program operations, Incentives, performance requirements, or other Program features. Availability or participation of Program implementation partner(s), CMS Partners, EV manufacturers, EVSE manufacturers, charging-network providers, or other third-party service providers may vary over time and is not guaranteed.

7.2 **Voluntary Withdrawal by Participant -** Participant may withdraw from the Program at any time through the applicable CMS Partner, Program implementation partner(s), LADWP, or other LADWP-approved unenrollment method, as applicable. Withdrawal will result in discontinuation of the Participant's Program participation and may affect eligibility for future Incentives, as described in Section 6.0.

7.3 **Termination for Ineligibility or Non-Compliance** - LADWP may suspend or terminate a Participant's participation in the Program if Participant no longer meets applicable Program eligibility requirements; fails to comply with these Terms and Conditions or other applicable Program requirements; withdraws or fails to maintain required authorizations or consents; provides materially inaccurate, incomplete, or misleading Program information; fails to provide or authorize access to data required for Program participation, measurement and verification, or Incentive calculation; participates in a conflicting LADWP program as described in Section 2.8; or otherwise materially interferes with Program operations, administration, measurement and verification, or Incentive integrity. Suspension or termination may occur with or without prior notice, as determined by LADWP, and may be effective immediately upon LADWP's determination of ineligibility or non-compliance.

7.4 **Effect of Termination or Withdrawal** - Upon termination or withdrawal from the Program, the applicable Site, EV and/or EVSE will no longer participate in Program activities. Participant may remain eligible for verified Incentives earned through the effective date of termination or withdrawal, subject to Section 6.0 and applicable Program requirements. Termination or withdrawal does not affect LADWP's right to retain and use Program-related data collected prior to termination or withdrawal in accordance with Section 5.0 and applicable law. Re-enrollment may be permitted subject to the eligibility requirements, participation methods, and other Program requirements in effect at the time of re-enrollment.

7.5 **Notification of Disenrollment** - Upon termination or withdrawal of a Participant from the Program, LADWP and/or its Program implementation partner(s) may notify the applicable CMS Partner, EV manufacturer, EVSE provider, charging-network provider, or other participating third-party service provider, as necessary, to effectuate disenrollment, discontinue applicable Program functionality, and complete Program administration.

8 Disclaimers, Assumption of Risk and Limitation of Liability

8.1 Disclaimer Regarding Charging, Equipment and Services

8.1.1 **No Warranty Regarding Vehicles, Equipment or Third-Party Services -** LADWP makes no representation or warranty regarding the reliability, operation, efficiency, compatibility, availability, or performance of any EV, vehicle manufacturer system, EVSE, charging infrastructure, CMS platform, charging-network system, communications equipment, software application, or other third-party product or service used or relied upon in connection with the Program. Such vehicles, equipment, systems, software, and services may be provided or operated by third parties and are outside LADWP's control.

8.1.2 **No Guarantee of Power Availability or Communications -** LADWP makes no representation or warranty regarding the availability or continuity of electric service, internet service, cellular service, communications, or other connectivity required for EV charging or Program participation. Program functionality may be interrupted, limited, or unavailable due to outages, system limitations, maintenance activities, connectivity interruptions, third-party service interruptions, or other factors beyond LADWP's control.

8.1.3 **No Guarantee of Charging Availability or State of Charge -** Charging availability and the state of charge of an EV depend on multiple factors, including vehicle use, Site operations, charging schedules, plug-in and unplug times, EV and EVSE availability, charging equipment performance, connectivity, and applicable Program participation methods. Participant remains solely responsible for determining and managing the charging and operational needs of the Site and any EVs using enrolled charging infrastructure. LADWP does not guarantee that an EV will receive any particular amount of energy, achieve any particular state of charge, or be charged by any particular time as a result of Program participation.

8.1.4 **No Warranty Regarding Data Security -** While LADWP and its Program implementation partner(s) implement commercially reasonable safeguards as described in Section 5.4, LADWP makes no representation or warranty that Program-related data, communications, or systems will be free from unauthorized access, interruption, loss, disclosure, or security breaches. Participant acknowledges that Program participation may rely on third-party systems and that no data transmission, storage, or cybersecurity system can be guaranteed to be fully secure.

8.1.5 **Disclaimer of Implied Warranties -** To the fullest extent permitted by law, LADWP disclaims all warranties, express or implied, relating to the Program, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. LADWP does not provide or warrant third-party goods or services used in connection with Program participation and is not responsible, in contract, tort, or under any other theory of liability, for third-party goods or services associated with the Program.

8.2 **Participant Responsibilities and Assumptions of Risk -** Participant understands that participation in the Program may involve risks, including interruptions or

limitations in Program functionality, changes to charging schedules or charging availability, insufficient vehicle charge for intended use, equipment or communications failures, and impacts to Site operations. Participant voluntarily assumes the risks associated with Program participation arising from charging activities, Site operations, EV or EVSE performance, CMS or other third-party systems, connectivity issues, grid conditions, or other factors outside LADWP's control. Participant remains responsible for the operation, condition, maintenance, and safe use of enrolled EVs, EVSE, charging infrastructure, and related equipment under Participant's ownership, operation, or control.

8.3 **Limitation of Liability -** To the fullest extent permitted by law, LADWP shall not be liable for any damages, losses, or claims arising out of or related to Program participation, including indirect, incidental, consequential, special, or punitive damages; loss of use; loss of data; loss of business, revenue, or economic opportunity; or interruption of Site operations. Nothing in this Agreement is intended to limit LADWP's liability for gross negligence or willful misconduct to the extent such limitation is prohibited by law.

8.4 **Release and Waiver -** To the fullest extent permitted by law, Participant releases and discharges LADWP, its officers, employees, agents, contractors, and Program implementation partner(s) from claims arising out of or related to Participant's voluntary participation in the Program, including claims related to charging schedules or availability, Program operations, equipment performance, connectivity, data transmission, or Program administration. This release does not apply to claims arising from LADWP's gross negligence or willful misconduct. Participant acknowledges that participation in the Program is voluntary and that Participant retains responsibility for the operation, condition, maintenance, and use of enrolled EVs, EVSE, charging infrastructure, and related equipment under Participant's ownership, operation, or control.

8.5 **California Civil Code Section 1542 Waiver -** Participant expressly waives the protections of California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Participant acknowledges that this waiver applies to claims arising out of or related to Participant's participation in the Program, except as otherwise expressly provided in this Agreement.

9 General Provisions

9.1 **Governing Law and Venue -** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-laws principles. Venue for any legal action arising out of or relating to this Agreement shall lie exclusively in a court of competent jurisdiction located within the County of Los Angeles, California.

9.2 **Severability -** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed, and the remaining provisions of this Agreement shall remain in full force and effect.

9.3 **No Waiver -** The failure of LADWP to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of LADWP's right to enforce such provision at any time thereafter.

9.4 **Assignment -** Participant may not assign or transfer this Agreement, in whole or in part, or any rights or obligations hereunder, without the prior written consent of

LADWP. LADWP may assign or transfer this Agreement, without Participant's consent, in connection with the administration of the Program or to a successor entity.

9.5 **Modification of Agreement -** LADWP may modify this Agreement from time to time. Material modifications will be communicated to Participants in accordance with Section 4.5. Continued participation in the Program after the effective date of any modification constitutes acceptance of the modified Agreement.

9.6 **Entire Agreement -** This Agreement constitutes the entire agreement between Participant and LADWP with respect to the Program and supersedes all prior or contemporaneous understandings, representations, or agreements, whether written or oral, relating to the Program.

9.7 **No Third-Party Beneficiaries** - This Agreement is intended solely for the benefit of Participant and LADWP and does not confer any rights or remedies upon any third party, except as expressly provided in this Agreement.

9.8 **Authority** - Participant represents that the individual accepting or executing these Terms and Conditions has the legal authority to bind Participant to this Agreement and that Participant has the ownership, operational authority, rights, permissions, and consents necessary to enroll and participate with each applicable Site, EV and/or EVSE in the Program and to authorize a CMS Partner or other approved entity to perform Program activities on Participant's behalf, as applicable.