

PGE RESIDENTIAL V2X BIDIRECTIONAL DEMONSTRATION CUSTOMER TERMS & CONDITIONS

Tariff: The PGE V2X Demonstration ("**Demonstration**") are governed by and Participant agrees to abide by all terms of PGE's Tariff Schedule 13 (the "**Tariff**") and these Terms and Conditions (the Tariff and these Terms and Conditions are collectively referred to herein as the "**Agreement**").

Program Administrator: PGE may engage a third party to support Demonstration activities ("**Program Administrator**"). The Program Administrator, including their contractors, original equipment manufacturers ("**OEMs**"), and subprocessors, may use personal information as described in their Terms of Use and Privacy Policy, and Participant acknowledges and agrees that its access to or use of any products or services provided by such parties is subject to the applicable terms and conditions, privacy policies, and other requirements imposed by those parties. Such parties are independent from PGE, and PGE does not control and shall not be responsible or liable for their acts or omissions, including their collection, use, disclosure, storage, transfer, security, or other processing of personal information.

Eligibility: Participant's property must have PGE electric service. Participant must be a residential PGE customer with an active utility account in good standing. Participant must own or lease a qualified electric vehicle and install a qualified bidirectional charging system. Qualifying vehicles and charging systems are listed on the PGE Demonstration website (<https://portlandgeneral.com/energy-choices/electric-vehicles-charging/charging-your-ev/charging-your-ev-at-home/v2x>). Participant must meet site and electrical requirements for installing a qualifying bidirectional charging system. PGE and/or the Program Administrator reserves the right to deny enrollment to any applicant. Enrollment will be capped at twenty (20) participants and a waitlist maintained; PGE reserves the right to expand this cap at its own discretion.

Term: This Agreement becomes effective on the date that PGE deems the Participant's application complete and shall continue until the Demonstration ends.

Participant Responsibilities: The Participant assumes the risk of any loss or damage in connection with the installation of the connected device or this Demonstration. Participant is solely responsible for any service or repair to Participant's device, and the installation, operation, use or maintenance of the device. PGE and the Program Administrator make no representation, express or implied, regarding the design, sizing, installation, construction, reliability, functionality, efficiency, performance, operation, maintenance, or use of any equipment or systems analyzed.

Participant will maintain and pay for reliable Wi-Fi service so the device manufacturer and PGE may collect data from Participant's device and remotely operate Participant's device. Participant is enrolling in the Demonstration on a voluntary basis. Participant consents to PGE, the Program Administrator, and the device manufacturer communicating with and sending commands to Participant's device to implement and operate the Demonstration. Participant may override commands at any time. Customer non-responsiveness may result in removal from the Demonstration.

Participant Responsiveness: Participants are expected to adhere to program eligibility responsiveness timelines as follows:

Participants have thirty (30) days from the time of application approval to receive a quote from the approved Demonstration installer(s). Participants have thirty (30) days from the time they receive a quote from the approved Demonstration installer(s) to accept or decline the quote. Participants may submit a one-time written request for a fourteen (14)-day extension on either of the above deadlines.

Participants who are waitlisted and offered a spot in the Demonstration will have seventy-two (72) hours from the time of offer to confirm or decline their spot.

Incentives: Participants will receive an installation rebate to cover seventy-five percent (75%) of eligible costs associated with installing the qualified bidirectional charging system, up to \$10,000 for participants within PGE's High Fire Risk Zones ("**HFRZ**") or up to \$9,000 for other participants (the "**Installation Rebate**"). Systems are considered "installed" when they have received permission to operate from PGE and required system data has been relayed to PGE. The installation rebate will be paid directly to the Program Administrator resulting in a discount of the installation cost for the Participant. The installation rebate can only be applied toward eligible installation costs including, but not limited to, bidirectional charger, inverter, transfer switch, disconnect switch, black start battery, electrical panels/subpanels, electrical wiring & conduit, labor, design, and permitting. Costs associated with installing stationary energy storage, photovoltaic systems, or other equipment not required for bidirectional charging functionality will be considered ineligible.

All installations are subject to PGE's review and verification process, including a prudence and compliance review to confirm that the claimed incentive is consistent with the objectives, requirements, and intended use of the Demonstration. PGE reserves the right to audit installations and supporting records before or after payment of any incentive. If PGE determines that an incentive was obtained through error, misrepresentation, omission, program manipulation, or other conduct inconsistent with the intent of the Demonstration, PGE may deny the incentive, withhold payment, offset future rebate amounts, or require repayment of previously issued rebate funds.

If Participant unenrolls in the Demonstration prior to the end of the Demonstration or does not remain an active participant, Participant may be required to pay back some or all of the Installation Rebate.

Participants will receive an ongoing monthly incentive payment (participation reward) in the amount of \$30.00 in the form of an on-bill credit for each month that they are active participants in the Demonstration. Active participant means the Participant has received permission to operate for their qualified bidirectional charging system and connected the vehicle and equipment to the GM Energy Smart Charging Platform.

Endorsement: PGE does not endorse any particular manufacturer, contractor, or product. PGE is not performing or supervising any work of the representative or their contractors or OEMs.

Safety and Building Codes: Participant agrees to ensure compliance with local building and electrical codes, and utility interconnection requirements for the installation of connected devices. Bidirectional charging systems must be installed by an electrician licensed in Oregon and certified by the device manufacturer.

Property Rights: Participant must have proper authority to participate in the Demonstration at the designated property. If Participant moves to a different residence, they will be removed from the Demonstration. All bidirectional chargers installed under this Demonstration are subject to verification by PGE. PGE may enter the Participant's property with advance notice to inspect the installation and use of the bidirectional charger.

Contacting Participant: Participant consents to the Program Administrator and OEM providing data related to Participant's device to PGE. Participant gives PGE and the Program Administrator express permission to contact Participant using the information Participant has provided during Demonstration enrollment. PGE or its representative may send Participant emails, text/SMS, and other notifications related to the Demonstration, including notifications about enrollment status and Demonstration-related adjustments to device settings. PGE or its representative may send Participant emails related to the fulfillment of incentives. PGE or its representative may contact Participant for survey participation and project feedback. If PGE or its representative cannot collect the required information, Participant may not be eligible to participate in the Demonstration.

Collected Information; Information Use: The OEM and Program Administrator will collect certain information regarding Participant needed for Participant's enrollment and participation in the Demonstration, including but not limited to name, service address, mailing address, email address, energy usage, charging/discharging patterns (start date and time, duration of charging/discharging), managed charging/discharging opt-out, vehicle information, device and equipment information, and EV Charger connectivity (collectively "**Participant Information**"), which may be shared with PGE. PGE may access, retrieve, store, copy, create derivative works of, retain and otherwise use Participant Information in order (a) to provide the Demonstration services to Participant, including carrying out requests made by Participant, calculating participation reward eligibility, and to communicate with Participant; (b) to develop, distribute, operate, administer, market, make available, maintain, evaluate, analyze, test, change, improve or otherwise commercialize the Demonstration, other similar managed charging programs and utility services, (c) to prepare and present general, aggregated or anonymized results and information about the Demonstration to third parties, including governmental entities such as the electricity system regulatory bodies and (d) for PGE and the Program Administrator to understand and evaluate Participant habits and to inform the development and creation of utility programs and load planning. PGE and the Program Administrator may also use and publish information regarding Participant's participation in the Demonstration and Participant's use of the bidirectional functionalities so long as the information is presented in an anonymized, aggregated format (i.e., in a manner that

does not identify Participant). Data will be retained by PGE and the Program Administrator for an indefinite amount of time. Participant hereby releases and discharges PGE and its Program Administrators from any and all liability, claims or causes of action arising out of or in connection with this release and use of Participant Information.

If PGE or its Program Administrator cannot collect the Participant Information, Participant may not be eligible to participate in the Demonstration and may not qualify for Demonstration rebates or rewards.

Limitation of Liability: Participant assumes the risk of any loss or damage(s) that Participant may suffer in connection with the Demonstration. PGE and the Program Administrator shall have no responsibility for the discovery, presence, handling or disposal of, or exposure of persons to hazardous materials of any kind in connection with Participant's site or property. PGE AND ITS PROGRAM ADMINISTRATOR'S LIABILITY IS LIMITED TO THE AMOUNT OF ANY INCENTIVE OWED FOR PARTICIPANT'S PARTICIPATION IN THE DEMONSTRATION. IN NO EVENT WILL THE DEVICE MANUFACTURER, PGE, OR THE PROGRAM ADMINISTRATOR BE LIABLE, PURSUANT TO THIS ENROLLMENT AGREEMENT, TO PARTICIPANT OR ANY THIRD PARTY FOR ANY OTHER DAMAGES, WHETHER CHARACTERIZED AS GENERAL, SPECIAL, DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR OTHERWISE, OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL CUMULATIVE LIABILITY OF THE DEVICE MANUFACTURER, PGE, OR THE PROGRAM ADMINISTRATOR TO ANY PARTY UNDER THIS AGREEMENT OR THE DEMONSTRATION FOR ALL CLAIMS, LOSSES, DAMAGES, AND EXPENSES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO ONE HUNDRED DOLLARS (US\$100.00). Additionally, Participant hereby indemnifies against, and holds PGE and the Program Administrator harmless from any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs, and expenses, including by not limited to any interest, penalties, or attorney's fees arising out of Participant's participation in the Demonstration.

Termination: PGE reserves the right to revise or terminate this Demonstration at any time. PGE may terminate Participant's participation if Participant fails to meet their obligations under this Agreement or the Demonstration documentation. Determination of eligibility for this Demonstration and any incentives rests solely with PGE. Not all applicants will qualify. The Participant may terminate participation in the Demonstration by emailing PGE at SmartGridTestBed@pgn.com

Demonstration Changes: The Agreement may be altered, changed, modified, or assigned by PGE at any time with or without notice to Participant. Incentives available under the Demonstration may be changed, modified, substituted, replaced, ceased, or terminated at any time at PGE's sole discretion with or without notice to Participant. Participant's continued participation in the Demonstration constitutes Participant's acceptance of any and all such changes, replacements, assignments, or terminations.

In the event that the incentive amount changes during the course of the Demonstration, the application electronic timestamp will be used to determine equipment eligibility and incentive amount.

Additional Information: The Demonstration shall be exclusively governed by and construed in accordance with the laws of the state of Oregon, without regard to any conflicts of law rules thereof. This Agreement, along with the applicable Tariff, Demonstration application, any exhibits, or attachments affixed hereto, constitutes the entire agreement between PGE and Participant regarding this Demonstration.