



[Site Host Name and address]

[Date]

PG&E Electric Vehicle Fast Charge Program Contract

Dear [redacted],

We are pleased to share that the site(s) listed below have been selected to join PG&E's EV Fast Charge program, pending satisfaction of the site-specific contingencies described in this letter. When we receive your countersigned copy of this letter we will move these sites into the Design phase and begin the engineering, design and construction.

The following items are included in this Contract package:

- Part A: Project Description
- Part B: Terms and Conditions
- Attachment 1: Preliminary site designs
- Attachment 2: Sample easement (final version to be completed and signed once the project design is finalized)

You have selected [redacted] as your EVSE supplier. Your contacts at [redacted] should remain your key points of contact related to any questions about the application process, charger procurement, installation, commissioning, activation, and ongoing operations and maintenance.

Please review all of the documents in this package carefully and let me know if you have any questions. The Project Description and the Terms and Conditions will, when signed on behalf of the Site Host, constitute a legally binding contract between the Site Host and PG&E. *[If Site Host is not the EVSE Owner add: [redacted] will be the owner of the EVSE and PG&E's customer of record for EVSE energy billing purposes. [redacted] must therefore review and sign this Contract. Please arrange for signature by that company.]*

You should return your signed copy of this Contract to me via email. After we receive your signed copy, we will introduce you to your PG&E Project Manager, who will lead you through the design and construction of the project.

Thank you for your participation in this exciting program! You are taking an important step to support California's ambitious climate and air quality goals, and we appreciate that you've elected to work with PG&E to install charging stations at your site.

Sincerely,

Sam Piell
Program Manager – EV Fast Charge
Samantha.Piell@pge.com
415-973-0630



Part A: Project Description (Sample)

Site Host Name and Contact Information	<i>Site Host Name, Address, Email and Phone</i>
Site Address(es) and EVSE Package(s)	<i>Site Addresses</i>
Is Site Host the owner or lessee of the Site?	<i>Owner or Lessee</i>
EVSE Package Supplier	<i>Name of Qualified EVSP</i>
EVSE Owner (billing customer of record for EVSE energy charges)	<i>EVSE Owner</i>
EVSE Service Commencement Date	<i>Estimated activation date plus contingency for all parties.</i>
Term	<i>5 years from the date the EVSE becomes operational</i>
Contingencies	<i>As described below</i>
DAC Rebate (estimate only, if applicable)	<i>Estimated to be \$25,000per charger. Refer to Section 3 of the Terms and Conditions for eligibility requirements and conditions.</i>
Other Incentives (estimate only, if applicable)	<i>Not applicable</i>

Capitalized terms are defined in Part B: Terms and Conditions.

Project Overview: Site Host has selected the fast charge package(s) described above for deployment at the above Sites. PG&E will design, construct, own and maintain an EV Service Connection and related EV Supply Infrastructure at those Sites. Site Host will contract directly with the EVSE Package Supplier to supply, install and provide operations and maintenance services for the EVSE Package(s).

Contingencies: Selection of sites for inclusion in PG&E’s EV Fast Charge program involves careful consideration of the project costs and total scope of work, including site conditions. A final decision to proceed with construction is dependent on satisfaction of the following contingencies. PG&E may remove a Site from the Fast Charge Program if any of these contingencies is not satisfied. If PG&E removes a Site then this Contract will be deemed terminated with respect to that Site but will continue in force for other Sites (if any) described in the Project Description.

- **Easements.** All required easements must be obtained from applicable landowners and third parties within 60 days of signing this Contract. Refer to section 11 of the Terms and Conditions for details on how easements will be addressed.
- **Make-ready costs.** PG&E reserves the right to remove a Site from the Fast Charge Program at the completion of the design and estimation stage if the estimated cost of EVSE Service Connection and EV Supply Infrastructure for that site, inclusive of easement costs (“**make ready costs**”) materially exceeds projected costs.

Timely Commencement of EVSE Service. This project is being subsidized by PG&E and California ratepayers in the expectation that Site Host will complete the installation process and make the EVSE fast charge service available to the public no later than the EVSE Service Commencement Date specified above. If this is not achieved, then, except in the case of a termination due to failure of a contingency, PG&E reserves the right to recover the fees and costs incurred by PG&E and its contractors after the execution of this Contract with respect to the affected Site(s) including, but not limited to, design cost, site walk costs, site preparation and construction costs. DAC Rebates, if applicable, will not be paid until after the EVSE service has commenced.



Site Host Acceptance. Site Host confirms its participation in PG&E's EV Fast Charge Program and agrees to be bound by this Contract, including Part B: Terms and Conditions. By signing this Contract, Site Host is committing to deploy the number of charging ports and charger locations specified above and in the attached preliminary design, subject to the contingencies noted herein. If Site Host is also the EVSE Owner, then Site Host is responsible for both Site Host and EVSE Owner's obligations under the Contract.

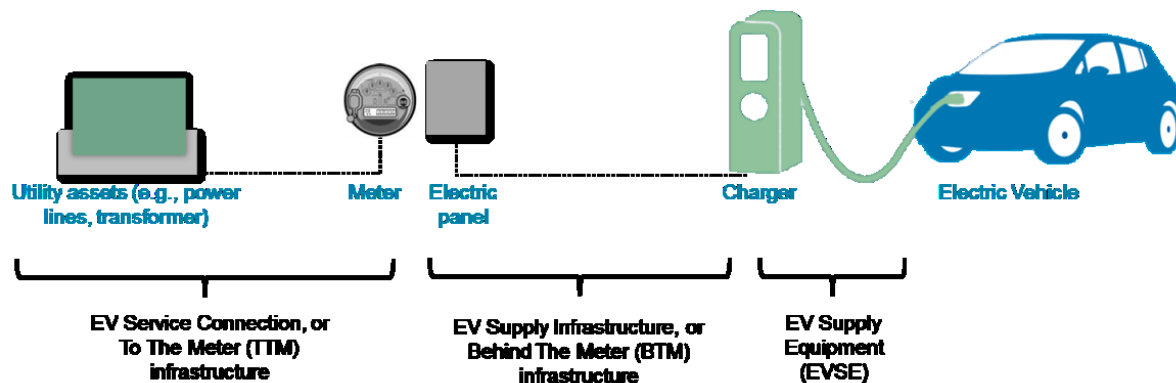
EVSE Owner Acceptance. If Site Host will not be the EVSE Owner, then EVSE Owner must sign this Contract. By signing this Contract EVSE Owner confirms its participation in PG&E's EV Fast Charge Program and agrees to be bound by this Contract, including Part B: Terms and Conditions. By signing this Contract, EVSE Owner is committing to deploy the number of charging ports and charger locations specified above and in the attached preliminary design, subject to the contingencies noted herein.

Part B: Terms and Conditions

1. EV Fast Charge Program Definitions

- 1.1 Disadvantaged Community (DAC) – Census tracts in PG&E’s electric service territory with a top quartile score according to California Environmental Protection Agency’s CalEnviroScreen 3.0, or current version.
- 1.2 DAC Adjacent – The area a half-mile around a DAC; it is not eligible for the DAC EVSE rebate, but is tracked for PG&E goals and reporting requirements.
- 1.3 EV Service Connection – Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers and associated substructures from the utility distribution system. Also referred to as “To the Meter” (TTM) infrastructure.
- 1.4 EV Supply Infrastructure – Infrastructure from the meter (but not including the meter) to the parking space, this may include an electrical panel, cable and conduit necessary to deliver power to the parking space, as well as any equipment mounting infrastructure (e.g., concrete pad, Unistrut, etc.). Also referred to as “Behind the Meter” (BTM) infrastructure.

High level EV infrastructure configuration and terminology



- 1.5 EVSE – Electric vehicle supply equipment used for charging EVs. This includes all components of the power dispenser(s) and power cabinet(s) including conductors (ungrounded, grounded, and equipment grounding conductors), the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle.
- 1.6 EVSE Package – EVSE hardware, software, and network services – from Suppliers for the EV Fast Charge Program.
- 1.7 EVSE Operations and Maintenance (O&M) – Services required to operate and maintain the EVSE including but not limited to network fees, replacement of parts and associated services necessary to keep the EVSE operational. EVSE O&M does not include maintenance and repair of the EV Service Connection and the EV Supply Infrastructure.



- 1.8 DAC Rebate – If the EVSE is located inside of a DAC then the EVSE Owner may be eligible to receive a Rebate. Review rebate information on www.pge.com/evfastcharge. Also refer to DAC Rebate eligibility conditions in Section 3 of the Terms and Conditions.
 - 1.9 EVSE Owner – The entity that is responsible for paying the up front and ongoing costs associated with keeping the EVSE Package operational. The EVSE Owner may be the Site Host, an EVSP or a 3rd Party. The EVSE Owner is also the customer of record for PG&E for purposes of the EVSE and will be responsible for paying all electric bills associated with the EVSE's operation under the selected PG&E Rate Plan. In general, the EVSE will be owned and maintained by the Site Host. In situations in which a Site Host does not own the EVSE(s), the EVSE Owner assumes the responsibilities of the Site Host under this Contract pertaining to operations, maintenance and data collection.
 - 1.10 EVSP – Electric vehicle service provider is an entity that provides EVSE hardware and software to enable electric vehicle charging. Regardless of whether an EVSP is a party to this contract they are expected to have separate contractual relationships with customers that are complementary to those stated within this Contract.
 - 1.11 PG&E – Pacific Gas and Electric Company.
 - 1.12 Site(s) – the sites identified for the deployment of EVSE in Part A (Project Description).
 - 1.13 Rate Plan – A retail energy rate plan offered by PG&E. EVSE Owner will be the PG&E customer of record and will be responsible for paying the PG&E bill associated with the EVSE. The EVSE Owner may enroll in any applicable PG&E rate plan based on their service use. Detail on PG&E rates and eligibility criteria can be found at www.pge.com/tariffs
 - 1.14 Site Host –The Site Host owns or leases the Premises where the EVSE Packages are installed.
2. **Acknowledgement and Term:** All parties hereto agree to abide by the terms and conditions of this Contract for participation in the EV Fast Charge Program (part of California Public Utilities Commission, or “CPUC”, Decision Number 18-05-040 issued May 31, 2018), including all requirements expressly incorporated by reference. The duration of this Contract (the “**Term**”) will commence on the date in which EVSE becomes operational and will continue in effect for the Term stated in Part A (Project Description) (unless otherwise earlier terminated pursuant to the terms herein). The EVSE will be deemed to be operational when both the EVSE commissioning is complete and the final inspection by Authority Having Jurisdiction has been passed (as shown by the date of the final inspection certificate).
 3. **DAC Rebate Conditions.** If a Site is located in a Disadvantaged Community it may be eligible for a DAC Rebate, which is a direct reimbursement of actual purchase and installation costs of up to \$25,000 per charger. Any estimate of the applicable rebate in Part A (Project Description) is indicative only and is subject to adjustment according to the following requirements:
 - 3.1 The DAC Rebate may not exceed the cost of the charger and installation, and is not to be used to cover the cost of ongoing operations and maintenance or other associated fees.
 - 3.2 If Site Host receives any other local, state or federal funded incentives relating to the EVSE or the provision of fast charge services at the Site (“Other Incentives”), then those Other Incentives will be taken into account in determining the DAC Rebate. For example, depending on the type and purpose of the Other Incentives, those incentives may be applied to reduce the purchase and installation cost of the charger for purposes of calculating the DAC Rebate. When receiving Other Incentives, Site Host must maintain a cost share of at least 25% of the total cost of the charger plus installation.
 - 3.3 Site Host is required to disclose all Other Incentives that are awarded before PG&E pays the DAC Rebate. Other Incentives must be disclosed as and when they are awarded, even if they are



awarded after the date of this letter. PG&E will finalize the DAC Rebate calculation when the Other Incentives are finally determined.

- 3.4 The DAC Rebate for each charging station will be paid in one lump-sum payment within thirty (30) days after completion of the following with respect that charger: (1) proof of purchase or relevant documentation showing purchase of the designated number of qualified EVSE and documentation verifying the amount of any Other Incentives; (2) completion of PG&E's inspection of the EVSE and the physical location, and (3) confirmation that the EVSE is operational.
4. **Selection of Electric Vehicle Service Equipment Package:** EVSE Owner may choose any EVSP from the list of qualified EVSPs, and any EVSE Package offered by that EVSP. It is the responsibility of the EVSE Owner to ensure that the selected EVSE Package is included in PG&E's current list of EV Fast Charge Program qualified products. EVSE Owner acknowledges that PG&E makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE Package. Site Host and EVSE Owner agree that PG&E has no liability whatsoever concerning the quality and safety of the EVSE Package. EVSE Owner shall install, operate and maintain the number and type of EVSE Packages described in Part A (Project Description). In all cases, PG&E's responsibility is limited to the EV Service Connection and the EV Supply Infrastructure. The cost of establishing the EV Service Connection and EV Supply Infrastructure will be borne by PG&E, except as stated in Part A (Project Description).
5. **Additional Services from EVSP:** The EVSP may offer and contract directly with the Site Host and/or EVSE Owner to provide additional or complementary services that are not described in Part A (Project Description), as long as these services do not materially interfere with the objectives of the EV Fast Charge Program. The costs of additional EVSP services (including any additional work required for the EV Service Connection or EV Service Infrastructure), and any cost related to O&M of any additional EVSP services, will not be borne by PG&E pursuant to this Contract.
6. **Installation Process:**
 - 6.1 PG&E and/or its contractors shall, at PG&E's sole cost and expense (except as stated in Part A (Project Description), if applicable), design and construct the EV Service Connection and EV Supply Infrastructure in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements.
 - 6.2 Site Host is responsible for (i) providing or obtaining required easements (refer to section 11 below), and (ii) providing all disclosures regarding known conditions, including but not limited to hazardous or contaminated materials, located at the Site.
 - 6.3 Arrangements for removal of any hazardous or contaminated materials, and any other environmental remediation, will be Site Host's responsibility. If PG&E is to assume any responsibility for remediation of any of these conditions this must be expressly stated in Part A (Project Description) and will be limited to the responsibilities described therein.
 - 6.4 EVSE Owner will be PG&E's single point of contact for the EVSE installation project and is responsible for coordinating all communications among EVSE Owner, Site Host and relevant third parties with respect to the installation process, for securing required approvals with respect to preliminary and final designs.
 - 6.5 A preliminary layout of proposed facilities will be provided by PG&E to EVSE Owner for Site Host and EVSE Owner review and approval; such approval will not unreasonably be withheld. After Site Host and EVSE Owner approval of the preliminary design, PG&E will coordinate with the EVSE Owner if there are any proposed material changes. A final design with no material changes from the agreed upon design, will be provided by PG&E to EVSE Owner prior to any installation activities. PG&E, Site Host, and EVSE Owner will approve final design prior to construction



beginning. Once design is approved no material changes will be made without approval from PG&E, Site Host, and EVSE Owner.

- 6.6 An estimated installation schedule for the EV Supply Infrastructure shall be provided by PG&E after execution of any required easements and the approved building permit. Should the schedule require modification, PG&E shall notify EVSE Owner within a reasonable amount of time of such changes.
- 6.7 The EVSE Owner and/or its contractors shall install the EVSE, in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements. The EVSE Owner is responsible for all costs of the EVSE Package and its installation. PG&E will assess whether the installation complies with quality and safety standards before confirming project completion and delivering any applicable DAC Rebates.
- 6.8 Upon completion of installation of the EVSE, the EVSE Owner understands and acknowledges that EVSE Owner will be responsible for EVSE Operations and Maintenance.
7. **EV Drivers Right to Access:** Access to or use of the EVSE shall not be restricted for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. In addition, per the EV Fast Charge Program requirements, the EVSE shall be available to the public 24 hours per day, 7 days per week, except for emergencies, maintenance, and other reasonable planned outages. Access to EVSE parking spaces may not be restricted to customers of a specific business or restricted on any other basis, except to the extent reasonably necessary to provide reasonable general customer access to the EVSE and to the Site Host's facilities. Site host and EVSE Owner agree to have address and charger status listed on publicly available maps and databases.
8. **Duty to Notify:** Site Host warrants that it is the occupier of the Premises as an owner or tenant and has legal control of the Premises. Site Host has a duty to promptly notify PG&E when Site Host becomes aware of any unsafe, inoperable or damaged EV Service Connection or EV Supply Infrastructure equipment. In addition, Site Host and EVSE Owner shall promptly report all claims and/or incidents associated with the EV Service Connection or the EV Supply Infrastructure to PG&E or its designated representative(s), and shall promptly thereafter confirm in writing any injury, loss, or damage incurred by Site Host and/or EVSE Owner or any third party.
9. **Accessibility Requirements:** The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. PG&E is responsible for the costs of complying with these standards as they relate to the installation of EVSE Service Connection and EV Supply Infrastructure. Site Host understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Site Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.
10. **Easement Requirement:** An easement may be required to install and maintain the EV Service Connection and EV Supply Infrastructure. PG&E will use existing easements when possible to minimize encumbrances on the Site(s). If a new easement is required, access rights will follow standard utility requirements for providing electrical service. PG&E will determine if a new easement is required. PG&E will provide the easement documentation to Site Host for execution by the landowner and/or other relevant third parties such as secured lenders. If the duly executed easement with applicable consents is not provided to PG&E's satisfaction (based on standard utility requirements) within 60 days after PG&E provides the documentation to Site Host, PG&E may remove the affected Premises from the EV Fast Charge Program. If the EV Service Connection must cross property owned by a third party to serve Site Host, PG&E may, at its option, install such EV Service Connection after appropriate rights of way or easements, satisfactory to PG&E, are obtained. PG&E will pay for the cost of third party easements and the estimated cost will be included in the make-ready cost of EVSE Service Connection and EV Supply

Infrastructure for that site. Upon termination of the Contract, PG&E shall, within thirty (30) days written demand therefor, execute and deliver to Site Host (or the relevant third party) a quitclaim of any easement granted pursuant to this Contract.

11. **Access to Site Host's Premises:** PG&E shall at all times have the right to enter and leave the Site Host's Premises for any purpose connected with the furnishing of electric service to the EV Supply Infrastructure and EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. Except in emergencies, PG&E shall use best efforts to provide Site Host/EVSE Owner with advance notice of work that is likely to affect access to or use of the Site, consistent with PG&E's standard utility practices. If Site Host does not grant PG&E reasonable access to the Premises, then PG&E may, consistent with PG&E's standard utility practices, deenergize the EV Supply Infrastructure or EV Service Connection until access is granted.
12. **EVSE Operation and Maintenance:** The EVSE Owner is required to operate and maintain the EVSE for the Term of this Contract. EVSE Owner will pay all O&M costs associated with the EVSE. EVSE Owner shall maintain 24x7 uptime and public availability of the EVSE, except for service interruptions as permitted herein. Site Host shall maintain the common area improvements immediately surrounding the EVSE in good and safe condition. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services.
13. **Billing:** EVSE Owner will be the PG&E customer of record for the EVSE and will be served an applicable rate. As the customer of record, EVSE Owner will be responsible for paying the PG&E bill associated with the EVSE.
14. **Changing Rate Plan:** EVSE owner may change Rate Plan during the Term, but must remain on a retail PG&E rate for the duration of the Term. If EVSE owner switches to a non-retail PG&E rate (e.g., a wholesale tariff) during the Term, Site Host shall bear the full cost and sole expense, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation.
15. **Reliability:** PG&E does not guarantee uninterrupted service. At its own expense, EVSE Owner may pursue options to ensure that any impact to operations from potential loss of power is sufficiently mitigated.
16. **Changes to EVSE.**
 - 16.1 **Replacement:** Site Host may replace EVSE during the Term. Site Host must notify PG&E ahead of replacement to ensure the EV Service Infrastructure can accommodate the additional load and new EVSE complies with necessary CPUC requirements for the EV Fast Charge Program. If adequate infrastructure does not exist, Site Host must request increased capacity in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Any replacements will be at Site Host's expense and its liability.
 - 16.2 **Relocations:** Should Site Host or EVSE Owner request relocation of EVSE or parts thereof at any point in time, such relocation shall be per mutually agreeable terms and shall be at sole expense of the party making the request and in accordance with any EV Fast Charge Program requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if requested by PG&E, Site Host shall either amend the Easement to include the legal description of the new location or enter into a new Easement with PG&E.
 - 16.3 **Expansion:** Site Host must coordinate with PG&E prior to expansion of chargers or charger capacity. any installations or related work performed outside of the initial EV Fast Charge program will be at Site Host's expense and liability.
17. **Permission to Use Data:** EVSE Owner and Site Host agree to allow PG&E, its agents and representatives to access and use data gathered as part of the EV Fast Charge Program (including

usage data from the EVSE and EVSE performance data supplied directly to PG&E from the EVSP) (“Usage Data”) for PG&E’s internal use, for the enhancement of the EV Fast Charge Program and similar programs and for regulatory reporting purposes, and all such use shall be in accordance with applicable laws and regulations. If Site Host or the EVSE Owner do not control access to Usage Data, EVSE Owner will direct the person who controls such access to make Usage Data available to PG&E in a file format reasonably acceptable to PG&E and consistent with regulatory reporting requirements. All data shall be anonymized before it is provided to PG&E.

18. **Representations:** Site Host and EVSE Owner understand that participation in PG&E’s EV Fast Charge Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Site Host, EVSE Owner, PG&E, or their affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Site Host represents and warrants that it is either (i) the fee title owner of the Premises and has the right to grant the easement and other rights of access referred to in this Contract, or (ii) it is the lessee of the Premises and, subject to obtaining an easement from the landlord as described in this Contract, has the power, authority and capacity to bind itself to undertake the EV Fast Charge Program terms and conditions and to perform each and every obligation required of Site Host.
19. **Regulatory Changes:** PG&E may initiate changes to the EV Fast Charge Program as necessary to comply with CPUC directives. PG&E shall endeavor to provide Site Host and EVSE Owner with advance notice of any such changes.
20. **Compliance with Laws:** All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the EV Fast Charge Program and/or a party’s interactions with customers in connection with the EV Fast Charge Program, including operation of the EVSE.
21. **PG&E Termination or Suspension:** PG&E may terminate, or for any duration suspend, Site Host’s or EVSE Owner’s participation in the EV Fast Charge Program, or operation of EVSE to comply with regulatory mandates or for cause including but not limited to: failure to provide or maintain terms of easement, breach of this Contract, failure to abide by EV Fast Charge Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other material reason(s) not in the best interests of the EV Fast Charge Program or PG&E’s ratepayers.
22. **Assignment.** If the Site Host or EVSE Owner wishes to assign its rights and obligations of the EVSE Package to a new Site Host or EVSE Owner prior to the end of the Term, the new Site Host or EVSE Owner may assume all rights and obligations for the remaining term with PG&E consent.
23. **Early Removal, Termination or Cessation of EVSE Service:** Should Site Host or EVSE Owner request removal of EV Supply Infrastructure or termination of an EV Service Connection before the end of the Term (an “Early Termination”), the Site Host or EVSE Owner who requests removal shall bear full cost and sole expense of such removal. In addition, if there is an Early Termination or if the EVSE Owner ceases to make EVSE publicly available as required by this Contract before the end of the Term, then the EVSE Owner will pay PG&E the actual costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation. Site Host or EVSE Owner may, at any time within the Term request from PG&E projected and final costs associated with such a removal request. Upon such Early Termination or cessation of service, the EVSE Owner may elect option 2 (but not option 1) in the “End of Term” paragraph below.
24. **End of Term:** At the end of the Term, the Site Host / EVSE Owner will have the following options;
 - 24.1 **Continue to operate the EVSE,** in which case PG&E will, at its option, either:
 - 24.1.1 Transfer ownership of the EV Supply Infrastructure to the Site Host and provide a quitclaim for the associated easement for a nominal fee, in which case PG&E will have no



further obligations with respect to the EV Supply Infrastructure, and electrical service for the EV Service Connection will be provided in accordance with PG&E's standard utility practices and applicable tariffs; or

24.1.2 Continue to operate and support the EV Supply Infrastructure in which case PG&E may charge an annual maintenance fee and the easement will remain in place.

24.1.3 In either case, Site Host/EVSE Owner shall have no further obligations to PG&E under this Contract except for the indemnity set forth below.

24.2 **Abandon the EV Supply Infrastructure in place.** PG&E delivers quitclaim for easement and easement is removed by Site Host. PG&E has no further obligations with respect to the abandoned Service Connection and EV Supply Infrastructure.

25. **Indemnity:** Site Host and EVSE Owner (each an “**Indemnitor**”) shall indemnify, hold harmless and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of PG&E or Indemnitor; (ii) injury to property or other interests of PG&E, Indemnitor, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Indemnitor's performance of, or failure to perform, this Contract. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the negligence or willful misconduct of PG&E, its officers, managers, or employees. Indemnitor shall, on PG&E's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to PG&E. Indemnitor shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract.

26. **Insurance Requirements:** Site Host shall procure, carry and maintain the following insurance coverage:

26.1 **General Liability Insurance.** The limit shall not be less than Two Million Dollars (\$2,000,000) each occurrence for bodily injury, property damage and personal injury. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the 'Site Host'; b) Be endorsed to specify that the 'Site Host' insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

26.2 **Property Insurance** - Covering against all risks of physical loss or damage to EVSE with limits equivalent to the replacement cost of the EVSE.

26.3 Additional Insurance Provisions.

26.3.1 In the event that Site Host does not own the EVSE, Site Host shall ensure that EVSE Owner carries comparable insurance to that required of Site Host under this Agreement.

26.3.2 Before commencing performance of work under this Agreement, Site Host and/or EVSE Owner shall furnish PG&E with certificates of insurance and endorsements of all required insurance. PG&E may inspect the original policies at any time.

26.3.3 Upon request, Site Host and/or EVSE Owner shall furnish PG&E evidence of insurance for agents or contractors hired to perform installation or O&M of the EVSE.

27. **Casualty:** If all or any portion of the EVSE on the Site are damaged or destroyed by fire or other casualty which reasonably materially and adversely affects the operation of the EVSE (any, a “**Casualty**”), and if Site Host elects not to repair or replace the affected EVSE, then Site Host and EVSE Owner shall have

the right to terminate the Contract by written notice to PG&E in which event the Contract shall terminate on the date that is 10 days after the date of the relevant party's termination notice.

28. **Dispute Resolution:** This Contract, and any and all disputes arising out of or relating to this Contract, shall be governed by and construed under the laws of the State of California, without reference to its conflicts of law provisions. If a dispute arises with respect to this Contract or performance hereunder, a party may request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference. In the event that mediation fails to resolve such dispute, the parties retain all rights and defenses with respect to such dispute. Any proceeding related to this Contract or a party's performance or non-performance hereunder will be instituted and maintained exclusively in the federal or state courts sitting in the City and County of San Francisco, and each party irrevocably submits to the exclusive jurisdiction of those courts.
29. **No Partnership:** This Contract shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Contract render PG&E and Site Host or EVSE Owner liable as partners, co-venturers or principals.
30. **Enforceability:** If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction or arbitrator/mediator, all impacted Parties shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.
31. **Integration:** This Contract, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the Parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Contract. This Contract has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Contract.
32. **Survival:** The provisions of this Contract which by their nature should survive expiration, cancellation or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.
33. **Notices:** Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

33.1 Notices to PG&E shall be sent to:

Pacific Gas and Electric Company
Attn: EV Fast Charge Program Manager
77 Beale St



San Francisco, CA 94105
Email Address: EVFastCharge@pge.com

33.2 Notices to Site Host and/or the EVSE Owner shall be sent to the applicable address and addressee shown in Part A (Project Description).

The Parties have executed this Contract on the dates indicated below, to be effective upon the later date.

_____ Company Name (Site Host)	_____ Company Name (EVSE Owner)	PACIFIC GAS AND ELECTRIC COMPANY
_____ Signature	_____ Signature	_____ Signature
_____ Print Name	_____ Print Name	_____ Print Name
_____ Title	_____ Title	_____ Title
_____ Date	_____ Date	_____ Date