

CHARGE READY TRANSPORT

Customer-Side Make-Ready Infrastructure Installation Addendum

This Charge Ready Transport Customer-Side Make-Ready Infrastructure Installation Addendum (Addendum) sets forth the additional terms and conditions that apply to Program Participants that elect the “Self-Install” option for the Customer-Side Make-Ready infrastructure. All of the terms and conditions of the Charge Ready Transport Program Participation Agreement (Agreement) also apply, and any capitalized terms used in this Addendum, and otherwise not defined, shall have the meaning given to such terms in the Agreement.

MAKE-READY INFRASTRUCTURE WORK

The Program Participant has elected to install the Customer-Side Make-Ready infrastructure, and, subject to meeting all of the applicable terms and conditions, will qualify to receive the Make-Ready Rebate, which will be the lesser of: (a) 80 percent of the Program Participant’s actual installation cost or (b) 80 percent of the average utility estimated direct cost for installing Customer-Side Make-Ready infrastructure for the relevant sector.

The Make-Ready Rebate shall not exceed 80 percent of (\$__insert Conceptual Design Cost estimate), which also represents the Customer-Side Make-Ready infrastructure funds that will be reserved as of the Reservation Approved Date. This amount is based on SCE’s average estimated installation cost, but the actual Rebate Payment may be less, if 80 percent of the Program Participant’s actual recorded and documented installation costs are lower than the reserved amount.

ADDITIONAL TERMS AND CONDITIONS FOR THE SELF-INSTALL CUSTOMER-SIDE MAKE-READY OPTION:

1. The Program Participant agrees to:
 - a. Complete Customer-Side Make-Ready infrastructure design and provide a copy to SCE for review and approval.
 - b. Create a Base Map and a Site Plan, for location of the Customer-Side Make-Ready infrastructure and Charging Equipment (see Appendix of Program Handbook for Base map sample) and provide copy to SCE.

- c. Provide to SCE a copy of the estimated construction costs broken out by design and engineering costs; permitting costs; and construction costs in advance of performing any related work.
 - d. Provide signed approval of SCE's Infrastructure design, which will only include the Utility-Side Infrastructure under the Self-Install Customer-Side Make-Ready option.
 - e. Obtain all required approval and permits for the Customer-Side Make-Ready infrastructure work.
 - f. Schedule and attend a preconstruction meeting with SCE and provide a detailed construction schedule.
 - g. Manage and coordinate all Customer-Side Make-Ready infrastructure work.
 - h. Ensure installation contractor is state-licensed, insured and IBEW-signatory labor.
 - i. Ensure compliance with electrician training certification (EVITP) and obtain copies of certificates in advance of work to be performed.
 - j. Comply with all applicable items included in the Safety Requirements Checklist for CPUC-Approved Transportation Electrification Programs.
 - k. Post installation, ensure final inspection process is complete.
 - l. Take any corrective actions, if SCE identifies any upon inspection, in SCE's sole judgment, to ensure that the Customer-Side Make-Ready infrastructure complies with all of SCE's rules, regulations and safety requirements.
 - m. Maintain the Customer-Side Make-Ready infrastructure in working order for the duration of the ten (10) year commitment period.
 - n. Own and maintain the Customer-Side Make-Ready infrastructure for, at a minimum, the Commitment Period, at Program Participant's own expense and at no cost to SCE.
2. SCE Representations:
- a. SCE will process the Make-Ready Rebate payment after SCE has verified correct installation of the Customer-Side Make-Ready and Charging Equipment, consistent with this Agreement, subject to Program Participant meeting all Program requirements and submitting the required documentation and after calculating the final rebate amount that will apply.
3. Indemnification and Limitation of Liability. In addition to Section 11 of the Agreement, the Program Participant agrees to the following provisions that apply to the Customer-Side Make-Ready infrastructure:
- a. Program Participant understands that by electing the Self-Install Customer-Side Make-Ready option, Program Participant is responsible for the safe design, construction, installation, and operation of the Customer-Side Make-Ready infrastructure.

- b. Notwithstanding any inspection or approval of the Customer-Side Make-Ready infrastructure, SCE makes no representations or warranties regarding manufacturers, dealers, contractors, materials or workmanship of the Customer-Side Make-Ready infrastructure. Further, SCE makes no warranty whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the Customer-Side Make-Ready infrastructure. Program Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety or installation of the Customer-Side Make-Ready infrastructure, including its fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the Customer-Side Make-Ready infrastructure. Program Participant hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SCE with respect to the Customer-Side Make-Ready infrastructure.
- c. Indemnification of SCE. To the fullest extent permitted by law, Program Participant shall indemnify, defend, and hold harmless SCE, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys' fees (a "Claim"), arising out of or resulting from Program Participant's design, construction, installation, or use of the Customer-Side Make-Ready infrastructure, including, but not limited to, any action or failure to meet its obligations under this Addendum, except to the extent that such Claim is based on the sole and gross negligence or intentional wrongdoing by SCE.
- d. Program Participant shall be responsible for any damage to its Charging Equipment and to any other facility or equipment, to SCE's infrastructure, and to any other SCE facility or equipment that is incurred by SCE due to the interconnection of the Customer-Side Make-Ready infrastructure, whether or not incurred through the fault or negligence of Program Participant, except in the case of sole and gross negligence or intentional wrongdoing by SCE.
- e. Defense of Claim. For avoidance of doubt, the Defense of Claim provisions in the Agreement apply to the indemnification obligations set forth in this Addendum.

This Agreement will be signed electronically. After the Program Participant has uploaded the completed Agreement to the Charge Ready Portal, SCE will verify for completeness and accuracy and will execute the Agreement and reserve funding accordingly.

AGREEMENT BY PROGRAM PARTICIPANT

By signing in the space below, you represent that the information provided in this Agreement is true, accurate and complete, and that you will comply with the terms and conditions outlined in this Agreement. You also represent and warrant that you are a duly authorized representative of Program Participant with the requisite authority to enter into this Agreement. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

11. Name of Program Participant Representative:

Name of representative of Program Participant with the relevant authority to sign this Agreement.

12. Title of Program Participant Representative:

Title of the Program Participant representative signing this Agreement.

13. Checkbox:

I certify that the information provided is accurate and complete and that I have authority to sign this Agreement on behalf of Applicant.

14. Date:

Date of signature of this Addendum Agreement by Program Participant representative.

APPROVAL BY SCE AND RESERVATION OF FUNDS

15. Name of SCE Representative:

Name of authorized representative of SCE with relevant authority to sign this Agreement.

16. Title of SCE Representative:

Title of the authorized SCE representative signing this Agreement.

17. **Checkbox:**

I certify that I have authority to sign this Agreement on behalf of SCE.

18. **Reservation Approved Date:**

Below is the date of SCE's approval of your participation in the Charge Ready Transport Program. Funding for the approved deployment and Charge Ready Transport Program Rebate is only reserved after SCE receives a copy of this Agreement signed by an authorized representative of your organization and by the Property Owner (if different from your organization).

SAMPLE