

Meter Socket Adapter Program Agreement

This is a legally binding agreement between Southern California Edison Company and the Customer named below.

Section 1: Customer Acknowledgement

By signing below, I (“Customer”) represent and warrant that I am over the age of 18, and I am a customer of Southern California Edison Company (“SCE”) at the address I have provided below. I hereby agree to allow SCE to install a meter socket adapter pursuant to the terms and conditions herein (“Meter Socket Adapter”) at the address provided. I also affirm that I have read and understand and accept the terms and conditions herein, and that I meet all Meter Socket Adapter Program eligibility requirements. I represent and warrant that I have the authority to authorize the installation of the Meter Socket Adapter as described, and pursuant to the terms and conditions, herein.

By signing below, I affirm the accuracy of the information provided and understand SCE may share my information, including Personal Information, related to my participation in the Meter Socket Adapter Program with the California Public Utilities Commission, in accordance with SCE’s privacy notice, available at sce.com/privacy.

Additionally, I agree to use the Meter Socket Adapter only in accordance with both the manufacturer’s instructions and local laws and/or guidelines.

Section 2: Meter Socket Adapter Program Terms and Conditions

I, Customer, hereby agree as follows:

1. Pursuant to the Meter Socket Adapter Program (“Program”), Southern California Edison Company (“SCE”) will install the Meter Socket Adapter between SCE’s meter and Customer’s meter panel in accordance with the Program application submitted by me or a third-party agent authorized by me in writing.
2. SCE may modify or discontinue the Program at any time in its sole discretion, without prior notice, or at the direction of the California Public Utilities Commission (“CPUC”).
3. To be eligible for the Program, I understand that I must have, and affirm that I do have, an active SCE service account and the authority to permit installation of the Meter Socket Adapter by SCE, that I am the rightful owner of the uninstalled Meter Socket Adapter, and I have executed this Agreement prior to the installation. **I understand that SCE will only commence with installation of the Meter Socket Adapter after this Agreement has been executed.**
4. Regarding the Meter Socket Adapter, I further understand and acknowledge that:
 - a. SCE shall have no obligation with respect to the operation or maintenance of the Meter Socket Adapter, except that SCE will remove and re-install my electric meter when requested by me or my authorized agent. I hereby grant SCE the right to access my property for such removal and re-installation and the right to perform such removal and re-installation.
 - b. Should the Meter Socket Adapter at any time become unsafe or unsuitable in SCE’s opinion for transmitting service, SCE shall have the right to manually override a connection or disconnection setting or to remove the Meter Socket Adapter, and in any such event, I understand that SCE shall have no liability whatsoever for any damage, whether to person or property, with the exception of damage caused solely

by the willful misconduct or gross negligence of SCE in connection therewith. I hereby authorize SCE to access my property and to take such steps as it deems necessary, in its opinion, to override, disconnect or remove the Meter Socket Adapter.

- c. I will retain ownership of the Meter Socket Adapter.
 - d. I understand that the SCE technician installing or removing the Meter Socket Adapter is not permitted to provide any additional services, installations, or improvements to my electrical service during the appointment to install or remove the Meter Socket Adapter.
 - e. I am responsible for reading and following the owner's manual(s) and warning labels for the Meter Socket Adapter provided by the manufacturer, including but not limited to, any safety instructions and warnings and any other information supplied by the manufacturer related to the safe and proper use of the Meter Socket Adapter.
 - f. Participation in the Program requires installation of the Meter Socket Adapter, which may result in the manufacturer collecting private or confidential information regarding my electric use, devices, and meter. I understand that SCE bears no responsibility or liability for such collection or use by the manufacturer.
 - g. I am responsible for reviewing the Meter Socket Adapter manufacturer's privacy notice for more information about privacy and data-handling practices related to data collected by the Meter Socket Adapter.
 - h. SCE is not responsible or liable for any damage caused if I remove, resell, replace, or modify the Meter Socket Adapter or if I fail to properly maintain the Meter Socket Adapter.
 - i. The Meter Socket Adapter manufacturer will be the point of contact for any questions or issues that arise relating to the Meter Socket Adapter. In the event the Meter Socket Adapter fails to operate correctly, I will contact the manufacturer, not SCE, for troubleshooting and/or repair of the Meter Socket Adapter.
5. I understand the Meter Socket Adapter must be installed by an SCE installation technician who will install the Meter Socket Adapter and attach it to my meter for use in accordance with all local, state, and federal building codes. I understand that no one is authorized to connect the Meter Socket Adapter to my meter except an SCE installation technician. If I allow a non-authorized service provider to connect the Meter Socket Adapter to my meter, SCE will not be responsible for the unauthorized installation and for any claims, losses, liabilities, damages, and expenses (including attorneys' fees and costs) that may arise directly or indirectly out of the unauthorized installation.
6. No Warranty. SCE MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE METER SOCKET ADAPTER.
7. Waiver and Release. I acknowledge and agree that, unless caused solely by SCE's willful misconduct or gross negligence, SCE shall not be liable in any manner, for any damages or losses arising out of or in connection with my participation in the Program, including but not limited to, failure of the Meter Socket Adapter, any act or omission of the manufacturer or any vendor in connection with the manufacture, operation, use or maintenance of the Meter Socket Adapter. I, on behalf of myself and my agents, representatives, successors, and assigns, hereby waive and release all claims, causes of action, judgments, damages, losses, and liabilities that may arise in connection with the Meter Socket Adapter.
- Furthermore:

- a. With the exception of damages arising from, or in connection with, the unlawful or willful misconduct or gross negligence of SCE and subject to the limitations set forth herein, I, on behalf of myself and my agents, representatives, successors, and assigns waive the right to seek or recover any indirect, special, incidental or consequential damages whatsoever, whether in contract (including insurance), or tort (including negligence or strict liability) arising out of or relating to the Meter Socket Adapter or the Program.
 - b. I acknowledge that I have read and understand Section 1542 of the California Civil Code which reads as follows: "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." I hereby expressly waive and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to any claims I may have against SCE.
8. Indemnification. I agree to defend, indemnify, and hold harmless SCE and its respective officers and employees against any and all actions, liability, damages, demands or costs, for injury to or death of any and all persons whatsoever, and for any and all damage to real or personal property, in any manner arising from, or in connection with, the performance of my obligations under this Agreement, except for the damages caused solely by the gross negligence or willful misconduct of SCE.
 9. I understand that the Meter Socket Adapter is not an SCE device, and should I have any questions about the functionality, maintenance, or repair of the Meter Socket Adapter I will contact the Meter Socket Adapter manufacturer.
 10. This Agreement at all times shall be subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.
 11. This Agreement shall be governed by the laws of the State of California.
 12. If any section, provision, or portion of this Agreement is held to be invalid, illegal, or void by a court of proper jurisdiction, it will not affect or invalidate the rest of the Agreement. The remainder of the document will continue in full force and effect, and the invalid or unenforceable provision will be stricken from the Agreement.

Customer Name

First Name: _____

Last Name: _____

Site Address: _____

Phone: _____

Email: _____

Service Account Number: _____

Signature

Date

Meter Socket Adapter Program Agreement

Authorization to Act as Agent to Request SCE Work

The Customer hereby appoints the third party agent named herein (“Agent”) to act as the Customer’s agent and consultant to apply for Southern California Edison Company (“SCE”) services, on behalf of the Customer, for the installation and/or removal of a meter socket adapter (“Device”) at the Customer’s address associated with the Customer’s service account number provided below (“Service Address”).

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED – This authorization provides authority to the Agent to act on the Customer’s behalf in connection with the Customer’s participation in SCE’s Meter Socket Adapter Program. The Agent will provide a completed form with the electronically submitted application requesting an appointment, on behalf of the Customer, to enable Device installation, removal, or related activity.

I (Customer) hereby appoint and authorize the Agent to act on my behalf to: (1) to submit all documentation required by SCE to participate in the Meter Socket Adapter Program at the Service Address, and (2) to request SCE to install, remove, or enable the installation or removal of a Device at the Service Address.

I (Customer), declare under penalty of perjury under the laws of the State of California that I am the customer of record listed at the bottom of this form and that the Agent has authority to act on my behalf and perform the specific acts and functions listed above as my agent, including, without limitation, requesting services from SCE that may result in charges to me. I further authorize SCE to disclose certain Personal Information relevant to any such request to my Agent. I understand that SCE reserves the right to, but may not, verify any authorization request submitted before taking any action on my behalf. I understand that this agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Executed on the signed date below to remain valid for one year.

“Customer”

First Name: _____

Last Name: _____

Phone: _____

Email: _____

Service Account Number: _____

Signature

Date

Waiver and Release by Authorized Third-Party Agent. The undersigned Agent hereby accepts the appointment described in [Customer’s Authorization to Act as Agent to Request SCE Work], and further acknowledges and agrees that, unless caused solely by SCE’s willful misconduct or gross negligence, SCE shall not be liable in any manner, for any damages or losses arising out of or in connection with Agent’s or Customer’s participation in the Program, including but not limited to, failure of the Meter Socket Adapter or any act or omission of the manufacturer or any vendor in connection with the manufacture, operation, use, or maintenance of the Meter Socket Adapter. The undersigned, its agents, representatives, successors, and assigns hereby waive and release all claims against SCE, causes of action, judgments, damages, losses, and liabilities that may arise in connection with the Meter Socket Adapter and the Program.

“Agent”

First Name: _____

Last Name: _____

Title: _____

Agent Company Name: _____

Signature

Date