

STANDARD TERMS AND CONDITIONS FOR PARTICIPATING CUSTOMERS

These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation, and its contractors, representatives, and agents (collectively, “**CLEAResult**”), and Customer for the purpose of evaluating Electric Vehicle Supply Equipment (“**EVSE**”) opportunities under the Charge up SB (the “**Program**”) funded by Santa Barbara Clean Energy (SBCE) (“**Sponsor**”). CLEAResult may hire third party contractors to provide services under this Agreement (the “**Contractor**”). CLEAResult and Customer may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties.**” The Parties acknowledge and agree that Sponsor and Contractor are third party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. ACCESS AND PARTICIPATION.** Customer agrees to support CLEAResult and Contractor and assign a representative to facilitate services provided under this Agreement. Customer acknowledges its interest in installing EVSE. Customer agrees to allow CLEAResult and Contractor to access its facilities, energy use data (including allowing Sponsor to share this information with CLEAResult and Contractor), and cost information for the purposes of implementing this Agreement. If Customer is a tenant, Customer represents that by signing this document they will obtain the property owner’s permission to install EVSE under this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion, or other publicity of any kind. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor.
- 2. ELIGIBILITY.** Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period.
- 3. AUDITING, MONITORING AND VERIFICATION.** Customer also agrees to allow CLEAResult, Contractor, and Sponsor to access its facilities for the purpose of confirming Customer’s participation in the Program and inspecting installed EVSE through the Program. Customer agrees to cooperate with CLEAResult, Contractor, and Sponsor as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program.
- 4. CONFIDENTIALITY.** CLEAResult shall keep Customer information confidential. Only Contractor and Sponsor shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer’s written approval.
- 5. NO WARRANTY.** CLEAResult AND SPONSOR MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EVSE INSTALLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE SPONSOR NOR CLEAResult SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.
- 6. INDEMNIFICATION; LIMIT ON LIABILITY.** TO THE EXTENT ALLOWED BY LAW, CUSTOMER AGREES TO INDEMNIFY SPONSOR AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS INSTALLED OR SERVICES PERFORMED DURING THE INSTALLATION OR MAINTENANCE OF EVSE. Customer also discharges and releases Sponsor and its officers, employers, employees, and agents from and against any and all claims, demands, liabilities, obligations, damages or those in action, legal or equitable, of whatever kind or nature, including negligence by Sponsor, in which Customer, and Customer’s successors in interest, heirs, estates or personal representatives, or family members, now may have or assert, or may have had in the past or may have in the future, against Sponsor as the result of, based upon, arising out of, or connected with Sponsor’s involvement with EVSE. Customer is on notice of and hereby specifically and expressly waives the provisions of California Civil Code § 1542, which provides that a “general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. Customer also agrees to indemnify and hold harmless Sponsor from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees and costs, brought as a result of Sponsor’s involvement with EVSE, and to reimburse Sponsor for any such expenses incurred. NEITHER SPONSOR, CLEAResult, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.
- 7. MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer’s consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party’s right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.

I have read and understood the Customer Participation Agreement and the attached Standard Terms and Conditions for Participating Customers and certify that the information I have provided is true and correct. [Customer type name and Electronic Signature or “Accept”]