

Charge Ready Assignment and Assumption of Participant Agreement Addendum

This Charge Ready Program Assignment and Assumption of Participant Agreement Addendum (“Agreement”) serves to transition the contractual obligations of a Charge Ready Participant to the Owner of the property (“Assignee”) where Electric Vehicle (EV) Charging Equipment was installed.

This Agreement sets forth the terms and conditions for the Assignee to assume the responsibilities for continued participation in the Charge Ready Program for the duration of the remaining Commitment Period. Pursuant to the terms of this Agreement, the Assignee will continue to fulfill the obligations related to operation and maintenance of the Charging Equipment for no less than the remainder of the Commitment Period.

The Assignee’s obligation under this Agreement will remain in effect for the duration of the Commitment Period, unless reassigned with SCE’s approval. Such approval will be granted or denied in SCE’s sole discretion.

The Assignee hereby agrees to the following terms and conditions of the Charge Ready Program (the “Program”).

TERMS AND CONDITIONS

Assignee agrees that its participation in the Charge Ready Program is subject to the following terms and conditions:

1. Definitions:

- a. **Assignee:** *see “Property Owner/Site Owner.”*
- b. **Agreement Term:** *see “Commitment Period.”*
- c. **Charging Equipment:** Also known as electric vehicle charging stations. Charging stations may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid-connected power source capable of recharging the vehicle’s battery pack. The individual connectors of the Charging Station are referred to as ports. Each charging station can charge one or more vehicles depending on the number of ports of which the unit is equipped.
- d. **Commitment Period:** The time remaining in the original ten (10) year commitment period. The original commitment period commences after the EV

Charging Equipment is placed in Service, (the In-Service Date of the Charging Equipment) and continues from that point for a full ten (10) year duration.

- e. **California Public Utilities Commission (CPUC):** The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.
- f. **In-Service Date:** The date in which a Charging Equipment is installed and operational.
- g. **Participation Agreement:** The relevant Charge Ready Program Participation Agreement which set forth the terms and conditions for a Program Participant to participate in the Charge Ready Program. Pursuant to the terms of that Agreement, the Program Participant was obligated to the continued operation and maintenance, or allow the continued operation and maintenance, of the EV Charging Equipment for a duration of not less than ten (10) years.
- h. **Ports:** See Charging Equipment.
- i. **Program:** The Charge Ready program which was designed to help Program Participants install the necessary infrastructure and Charging Equipment needed to electrify light-duty vehicles.
- j. **Program Participant:** The SCE non-residential entity that entered into one or more of the Charge Ready Program Participation Agreements.
- k. **Property Owner/Site Owner:** Individual or entity authorized representative of entity holding title in the Site where the infrastructure and Charging Equipment was installed.

2. Representations of Assignee during the Term of this Agreement.

Assignee:

- a. Agrees to assume ownership, operate, and maintain the Charging Equipment in good working order at the site for the duration of the Commitment Period.
- b. Agrees that, if at any time during the Commitment Period the Charging Equipment is replaced, all associated costs will be the responsibility of the Assignee.
- c. Agrees to adhere to all the original Program Guidelines and assumes all responsibilities of the Program Participant, including but not limited to those listed in the Participant Agreement signed by the Program Participant or Program Participant's representative.

- d. Represents and warrants that the execution and delivery of this Agreement, and the performance by Assignee of its obligations under this Agreement, have been duly and validly authorized, and this Agreement is a legal, valid and binding obligation of the Assignee.

3. Term and Termination:

- a. **Term:** The term of this Agreement shall begin effective when (1) the Agreement is executed and (2) the original Program Participant sells, or reaches the end of their leasing term for the property where the Charging Equipment was installed, and continue through the remainder of the Commitment Period, unless otherwise terminated earlier pursuant to this Agreement (“Term”). Pursuant to the terms of this Agreement, the Assignee will continue to fulfill the obligations related to operation and maintenance of the Charging Equipment.
- b. **Assignment:** Assignee shall not reassign this Agreement without the prior written consent of SCE; to be granted or denied in SCE’s sole discretion. Any assignment and assumption shall be in a form acceptable to SCE, in SCE’s sole discretion.
- c. **Termination:** If the Assignee fails to comply with any of the terms and conditions of this Agreement, SCE, in its sole discretion, may terminate this Agreement after sending Assignee a notice of default that remains uncured for five (5) business days from receipt, except in the case of a safety or security violation, in which case, SCE may terminate the Agreement immediately and take all other necessary actions, including but not limited to, disconnecting power to the Charging Equipment, in SCE’s sole discretion, to cure such safety or security violation(s).
- d. **Termination Costs:** If this Agreement is terminated prior to the end of the Term because (1) Assignee terminates its participation in this Program, without reassignment; or (2) Assignee, prior to the end of the Commitment Period, fails to operate and maintain in good working order the Charging Equipment; or (3) SCE terminates this Agreement due to Assignee’s failure to comply with the terms and conditions of the Agreement, in accordance with Section 3.c. (Termination) hereof, the Assignee shall pay a prorated portion of all costs actually incurred by SCE, as of the termination date, in connection with designing and deploying the Infrastructure at the Site. The prorated amount will be calculated over a ten (10) year period, beginning from the In-Service Date of the Charging Equipment. The amount due to SCE will be calculated using the remaining balance of time required to fulfill the Commitment Period, multiplied by the annual proration amount. SCE will invoice the Assignee for such costs, and Assignee shall pay such invoice within 60 days of receipt.

4. Indemnification and Liability; No Representations or Warranties

- a. Assignee understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the Charging Equipment. 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 products and services under the Program. Assignee agrees that SCE has no liability whatsoever concerning (1) the quality, safety or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the products. Assignee 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 under the Program. Without limiting the generality of the foregoing, none of such parties shall be liable hereunder for any type of damages, whether direct, or indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.
- b. Indemnification of SCE. To the fullest extent permitted by law, Assignee shall, at SCE's request, 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"), resulting from (a) any breach of the representations, warranties, covenants, or obligations of Assignee under this Agreement, (b) any act or omission of Assignee, whether based upon Assignee's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Assignee's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of SCE.
- c. Defense of Claim. If any Claim is brought against the Indemnified Parties, Assignee shall, at SCE's request, assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Assignee may exist with respect to such Claim. If a conflict precludes Assignee from assuming the defense, then Assignee shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of

the Indemnified Parties' choice. If Assignee assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Assignee any of its obligations hereunder.

5. **Miscellaneous**

All Applicable Tariffs Apply. All applicable SCE tariffs apply to service provided pursuant to this Agreement, with the following exceptions:

- a. Survival. Assignee's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.
- b. This Agreement is subject to the applicable provisions of SCE's Tariff Schedule CRP filed and authorized by the California Public Utilities Commission. This Agreement shall, at all times, be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

This Agreement will be signed electronically. After the Assignee has returned the completed Agreement to SCE it will be verified for completeness and accuracy. This Agreement will become effective upon execution of agreement.

AGREEMENT BY ASSIGNEE

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 set forth in this Agreement. You also represent and warrant that you are the property owner, or a duly authorized representative of the property owner with the requisite authority to enter into this Agreement.

Name of Program Participant:

Signature of Program Participant:

Name of Assignee:

Signature of Assignee:

Checkbox:

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

Date:

APPROVAL BY SCE

Name of Authorized SCE Representative:

Title of Authorized SCE Representative:

Date: