

SMART CHARGING PROGRAM TERMS AND CONDITIONS

These Terms and Conditions (the “Terms”) are a legal agreement between you (“you” or “Customer”) and Avista Corporation, a Washington corporation (“Avista” or “Company”) and govern your participation in Avista’s vehicle telematics program known as the Avista Smart Charging Program (“Program”). The Program is administered in conjunction with a third-party vehicle telematics service provider, Rolling Energy Resources (“RER”). By enrolling in the Program, Customer authorizes RER to access Customer’s vehicle data via Customer’s Original Equipment Manufacturer (“OEM”) platform, and subject to RER’s Terms of Service and Privacy Policy. Avista and Customer are hereinafter referred to individually as a “Party”, or, together as the “Parties”.

To enroll and participate in the Program, you must be 18 years or older. You represent and certify that you are of legal age to enter into a binding contract and are not a person barred from participating in the Program under the laws of the United States or other applicable jurisdictions.

BY ENROLLING AND PARTICIPATING IN THE PROGRAM YOU AGREE TO BE BOUND BY THESE TERMS.

SECTION 1. DEFINITIONS

“Electric Vehicle” OR “EV” means a vehicle that uses at least one method of propulsion that is capable of being reenergized by an external source of electricity, is designed to have the capability to drive at a speed of more than 35 miles per hour and is licensed to drive on state and federal highways within the United States.

“Electric Vehicle Supply Equipment” or “EVSE” means the installed device used to deliver electricity to an EV, meeting industry standards for charger connections, and listed under applicable UL Standards and requirements or equivalent listing by a nationally recognized testing laboratory.

SECTION 2. PROGRAM PURPOSE, ELIGIBILITY, AND ENROLLMENT INCENTIVE

- A. **Purpose.** The purpose of this Program is to provide the Customer with information and tools necessary to understand and modify their EV charging behavior and to align with Avista’s load management goals. Participation in the Program requires enrollment in the RER platform and will include information provided in various forms, including, but not limited to, charging reports and optional active load management controls (e.g., Customer may authorize RER to use the vehicle telematics control to start/stop charging or to shift when charging occurs. Avista is not responsible for any information provided by RER.
- B. **Eligibility.** Customer must reside within Avista’s service territory and must be a current Avista electric customer. Eligibility is also dependent on Customer’s EV make, model, and year. Avista is not responsible for Customer’s ineligibility due to their EV.
- C. **Enrollment Incentive.** Subject to approval by the Washington Utilities and Transportation Commission (the “UTC”), Avista may offer an eligible Customer an enrollment incentive of up to \$500.00 USD and incremental incentives over the term of the agreement totaling no more than an additional \$500.00 USD. Customers must be enrolled in the Program for 30 days to receive an enrollment incentive. Incremental incentives may be offered for 12 months from initial enrollment. If the eligible Customer is a known low-income customer receiving electric bill assistance, that Customer may be eligible for an enrollment incentive of up to \$2,000.00 USD. Incentive payments will be issued to Customer within 90 days of enrollment, either by mailing a check to Customer or via an automatic bill credit on Customer’s next monthly Avista bill.

Customer agrees to stay enrolled for a minimum of one (1) year or Avista may require the Customer to reimburse Avista for the incentive payment.

- a. Customer may be required to enroll in Avista-offered Time of Use (“TOU”) rates or managed-charging services with RER to be eligible for the enrollment incentive.
- b. Customers charging off-peak, per the Program guidelines, and subject to approval by the UTC, may be eligible for additional incremental incentives, not to exceed the annual incentive total as described above.
- c. Avista will randomly place customers in groups to evaluate the effectiveness of the incentive payments in modifying EV charging behavior. Each group will have different enrollment requirements and incentive structures. Customer will not be permitted to select their group.

SECTION 3. CUSTOMER OBLIGATIONS

- A. Customer shall create and register an account through RER, which requires Customer’s current Avista residential service address and Customer’s OEM vehicle information, such as make, model, and year to determine Program eligibility. Customer is not responsible for any fees charged by RER, as RER’s services will be provided through Avista at no cost to the Customer. Avista is not responsible for any fees the Customer may incur from their OEM for vehicle data services.
- B. Customer shall allow Avista to access, collect and share any data collected during Customer’s participation in the Program, which includes without limitation, Customer’s EV charging activity, technical performance of any EVSE associated with Customer’s EV, and Customer feedback and survey responses (together, the “Data”). Customer understands and consents to Avista sharing Data with any EVSE manufacturer, vendor or subcontractor for purposes of reporting on Program successes or for addressing any underlying issues that arise over the course of the Program.
- C. Customer agrees to participate in current Avista load management programs whereby EVs may be programmed or controlled to charge during certain desirable times, and/or charging power levels may be controlled to maximize grid benefits, provided prior notice is given by Avista or a contracted vendor. Customer will retain the ability to override load management events when necessary.
- D. Customer, at no cost to Customer, agrees to participate in surveys and provide feedback about the Program. Customer agrees to cooperate with Avista in ensuring Avista is able to fulfil its reporting requirements to any federal, state or local regulatory or governing entities.
- E. Customer shall comply with all applicable rules and regulations of federal, state or local regulatory agencies with respect to the operation of the EVSEs, including any environmental requirements associated therewith.

SECTION 4. TERM

These Terms will become effective upon Customer’s enrollment in the Program. The term of these Terms (the “Term”) shall commence on the Effective Date and shall continue until terminated by either Avista or Customer, whether for cause or for convenience. To terminate these Terms, the party wishing to terminate these Terms, shall provide the other with thirty (30) days written notice of termination. Avista reserves the right to terminate or modify the Program at any time. If Avista retains the services of a third-party vehicle telematics provider other than RER, Customer may elect to enroll in that provider’s vehicle telematics services.

SECTION 5. THIRD PARTY SOFTWARE

Through Customer's participation in the Program, Avista may make software, hyperlinks, and other products of third-party companies available to Customer. Customer's use of such products is subject to the respective terms and conditions imposed by the third party owning, manufacturing or distributing such products, and the agreement for Customer's use will be between Customer and such third party. Avista makes no warranty or representation with regard to the products or website of any other entity. Avista has no control over the content or availability of any third-party software or website, including RER. It is Customer's responsibility to become familiar with any third-party website's privacy and other policies and terms of service, and to contact that website's administrator with any concerns.

SECTION 6. INDEMNIFICATION

Customer shall indemnify and, upon request, defend Avista, and its directors, officers, employees, and agents, from and against all third party claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages for bodily injury, physical property damage (individually or collectively, "Loss"), brought against or incurred by Avista resulting from, arising out of, or in any way connected with Customer's, or Customer's agents, suppliers or contractors, negligence, intentional actions, and performance or nonperformance of Customer's obligations under these Terms.

SECTION 7. LIMITATION OF LIABILITY

- A. UNDER NO CIRCUMSTANCES OR LEGAL THEORY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, INFRINGEMENT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SECONDARY, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT IS NOT LIMITED TO: I) ANY PROPERTY DAMAGE (REAL, PERSONAL, TANGIBLE OR INTANGIBLE) OR PERSONAL INJURY (INCLUDING MENTAL OR EMOTIONAL DISTRESS) ARISING FROM OR ALLEGED TO HAVE ARISEN UNDER THESE TERMS; II) WITH RESPECT TO AVISTA, ANY CLAIMS OR CAUSES OF ACTION THAT ARISE OR ARE ALLEGED TO HAVE ARISEN AS A RESULT OF ANY EVSE EQUIPMENT OR INSTALLATION; III) ANY DAMAGES ARISING OR ALLEGED TO HAVE ARISEN FROM ANY ELECTRICAL MALFUNCTION OR THE REPAIR OR REPLACEMENT OF SUCH MALFUNCTIONING ITEMS; OR IV) ANY ENVIRONMENTAL CLAIMS, DAMAGE OR CAUSES OF ACTION.
- B. UNDER NO CIRCUMSTANCES WILL AVISTA BE LIABLE FOR MATTERS INVOLVING CUSTOMER'S PURCHASE, LEASE, USE, NON-USE, OR DEVALUATION OF ANY ELECTRIC VEHICLE, PLUG IN HYBRID VEHICLE OR ANY VEHICLE OF ANY NATURE, ANY EVSE OR ASSOCIATED EVSE INFRASTRUCTURE WHEN APPLICABLE CODES OR STANDARDS PROHIBIT THE INSTALLATION OR USE OF SUCH VEHICLE OR EVSE. AVISTA WILL NOT PAY FOR ANY COSTS INCURRED OR DAMAGES SUSTAINED BY CUSTOMER FOR PURCHASING ANY VEHICLE OR EQUIPMENT OR OTHERWISE IN RELIANCE UPON AVISTA BEING ABLE TO PROVIDE EVSE ACCESS TO CUSTOMER. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE PROGRAM.

SECTION 8. MISCELLANEOUS PROVISIONS

- A. Amendment and Modification. Avista may amend or modify these Terms at any time, consistent with Avista's Tariff Schedule 077 by providing to Customer thirty (30) days' written notice of such amendment or modification.
- B. Assignment. These Terms shall not be assigned by Customer without the prior written consent of Avista. These Terms shall bind any permitted successors and assigns of the parties.
- C. Status of Parties. These Terms shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall these Terms render Avista and Customer

liable as partners, co-venturers or principals. It is agreed that nothing shall operate to change or alter such relationship, except a further agreement in writing between them.

- D. Severability. If any term or provision of these Terms is held illegal or unenforceable by a court with jurisdiction over these Terms, all other terms will remain in full force and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either Party, Avista and Customer shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law.
- E. Governing Law. These Terms shall be governed by the laws of the State of Washington. Customer expressly waives their rights to a trial by jury in any action brought hereunder.
- F. Non-waiver. Either Party's failure to insist on performance of any of these Terms herein or to exercise any right or privilege or either Party's waiver of any breach hereunder shall not thereafter waive any of the Party's rights or privileges under these Terms or at law. Any waiver of any specific breach shall be effective only if given expressly by the Party in writing.
- G. Merger. These Terms embodies the entire agreement between Avista and Customer. The Parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above.
- H. Consent; Privacy Law. Customer further acknowledges and agrees that Customer is knowingly consenting to and authorizing Avista to release and share Customer's information, including Customer's Avista residential service address, charging data, and any technical configuration or electrical usage patterns concerning the Work with Avista's authorized third-party service providers and any regulatory bodies that require such information, in order for Avista to provide incentive payments to Customer.
- I. Survival. The following sections shall survive the expiration or termination of these Terms: Section 6 (Indemnification); Section 7 (Limitation of Liability); and Section 8(H) (Consent; Privacy Law).
- J. Attorney Fees. Should either Party institute any action or proceeding in court to enforce or interpret any provisions hereof or for damages by reason of any alleged breach or default of any provision of these Terms or for a declaration of such Party's rights or obligations hereunder, or for any other judicial remedy, each Party shall be responsible for its own attorney fees, expenses, and any other legal fees.
- K. Dispute Resolution. In the event Customer is dissatisfied with Avista's resolution of any dispute under these Terms, Customer has the right to file an informal or formal complaint with the UTC by contacting the Consumer Protection Section of the UTC at 1-888-333-9882 or complete an online complaint form at www.utc.wa.gov. Avista will take no other action to enforce these Terms until any complaint filed with the Commission is resolved.

SECTION 12. NOTICES

Any written notices required or permitted to be given to either Party by the other Party under these Terms or by law shall be sufficiently given if delivered in person or sent by certified mail to the following:

Avista Corporation

Attn: Lisa Garrett

1411 East Mission Avenue, MSC-15

Spokane, Washington 99220

Lisa.Garrett@avistacorp.com

509-495-7994

Customer

[Insert name, address, email, phone]