

**Clean Energy Future – Electric Vehicle  
DCFC Distribution Demand Charge Rebate Program Participation Agreement**

*This agreement form is applicable to DCFC sites that are only enrolling in the demand charge rebate incentive that are not enrolled nor planning to enroll in the PSE&G EV Make Ready Incentive Program.*

This Clean Energy Future-Electric Vehicle DCFC Distribution Demand Charge Rebate Program Participation Agreement (“ Agreement”) is made as of the \_\_\_day of 2021 ( the “Effective Date”) by and between Public Service Electric and Gas Company, with offices at 80 Park Plaza, Newark, NJ 07102 (“PSE&G”) and

\_\_\_\_\_with offices at \_\_\_\_\_ (“Participant”). PSE&G and Participant may be referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, As part of its New Jersey Board of Public Utilities (“NJBPU”) approved Clean Energy Future – Electric Vehicle Program (“ CEF –EV Program”), BPU Docket Number EO18101111 PSE&G is offering the Direct Current Fast Charging (“DCFC”) Distribution Demand Charge Rebate (the “Rebate”); and

WHEREAS, Participant is a commercial customer of PSE&G whose usage of electricity is for DCFC electric vehicle charging and ancillary energy consumption under 500 W (communications, area lighting, etc.); and

WHEREAS, Participant wishes to become eligible to receive Rebates;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows;

1. Participant Responsibilities. Participant agrees to provide EV Charging Data and Additional EV Charging Data For Shared Meeting Locations (both as defined below) to PSE&G on at least a quarterly basis, but is encouraged to provide data monthly or on such other mutually acceptable timeframe that is not less than quarterly. The EV Charging Data and the Additional EV Charging Data For Shared Meeting Locations (collectively, the “ Data”) shall be provided in accordance with PSE&G instructions and in a form that is acceptable to PSE&G. Initially, PSE&G will require that the Data be provided via a csv or excel file transfer. In the event that PSE&G establishes a platform for transfer of the Data, Participant will use its best efforts to utilize the platform to transfer its Data. The term “ EV Charging Data” as used in this Agreement includes each plug-in/plug-out transaction per vehicle and includes: timestamps showing session duration (between plug-in and plugout); charging duration; energy delivered (kWh); average power during charging session (kW); and other information as may be determined to be necessary by PSE&G. The term “ Additional EV Charging Data For Shared Meeting Locations” relates to charging that is conducted on a meter that is not an EV charging-only dedicated meter, with the exception of minor ancillary items such as lighting, and includes the EV Charging Data plus: timestamps showing when customers plugin and plug-out; timestamps showing when charging starts and when it ends; peak power delivered during charging session (kW); interval data (15 minutes or shorter) for the charging duration; and unique device and port (where applicable) identifiers. Participant shall provide such other data as PSE&G may request in its discretion, including but not limited to data relating to Participant’s location, the make, model and other information

relating to the charger utilized by Participant, and the hours in which the charger is available to the public.

2. PSE&G Responsibilities. The NJBPU has approved a \$5 million total for Rebates under the CEF-EV Program. As long as the NJBPU-approved \$5 million CEF-EV Program total has not been reached (or an electric vehicle specific tariff rate has been established in a future rate proceeding), PSE&G will provide a Rebate to Participant in the form of a rebate of Participant's monthly distribution demand charges, provided that Participant has provided accurate Data in a timely fashion in accordance with Section 1 above. As long as Rebate funds are available, the following discounts will apply: For years one and two of the CEF-EV Program, the monthly distribution demand charges will be rebated by 75% from the approved rates during the period being calculated. For year three and until new rates become effective ( following a Base Rate Case filed by PSE&G), monthly distribution demand charges will be rebated by 50% from those in effect during the period being calculated.
3. Participant Representations and Warranties. Participant represents and warrants that; (i) it is eligible to participate in the Rebate, (ii) the site did not and does not at this time intend to participate in PSE&G's Clean Energy Future – EV Program (CEF-EV) for incentives toward the cost of the make ready infrastructure of the site. A new application would need to be submitted for participation in the Make Ready program. This infrastructure includes the service line extension or upgrade and the onsite installation costs from the meter to the charger stub , (iii) all information provided to PSE&G in connection with the Rebate, including information provided as part of Participant's application for the Rebate, was true and correct at the time of its making and remains true and correct; (iv) Participant has the legal right to provide the Data and is not aware of any restriction on its ability to provide the Data;(v) all Data provided in connection with the Rebate, is to the best of Participant's knowledge, accurate and correct; (vi) Participant will maintain its charger(s) in good working order and shall perform all repairs to such chargers promptly after becoming aware of the need for such repairs; (vii) Participant will notify PSE&G in writing if any charger is replaced and will provide such information regarding the replacement charger as PSE&G shall require and (viii) Participant's provision of Data and its actions in connection with the Rebate will not violate any applicable law or regulation.
4. Term and Termination. This Agreement shall commence on the Effective Date and shall continue until terminated by either Party on thirty (30) days' notice to the other Party or until terminated in accordance with this Section 4. Either Party shall, at all times, have the right to terminate this Agreement for cause upon the material breach by the other Party of any provision of this Agreement, provided that the non-breaching Party has first given the other Party written notice of its breach and a thirty (30) day opportunity to cure such breach.
5. Indemnification. Participant agrees to defend, indemnify, and hold harmless PSE&G, its parent and affiliated companies and each of their respective officers, directors, employees, agents, subcontractors, successors and assigns (each an "Indemnified Person") from and against any claim, dispute, complaint, suit, demand, judgment, liability, loss, injury, accident, fine, expense, penalty, damage, action, fee, cost, or charge of any kind or nature (including reasonable attorneys' fees) that may be imposed on, incurred by, or asserted against such Indemnified Person in any way relating to, arising out of or resulting from the acts or omissions of Participant in connection with this Agreement except to the extent caused by the gross negligence or intentional misconduct of the Indemnified Person. This indemnification includes, but is not limited to claims by third parties for breaches of privacy arising out of or relating to a security breach experienced by Participant or Participant's provision of Data.
6. Limitation of Liability. PSE&G's total liability to Participant for all actions, claims, or suits of any kind, whether based upon warranty, contract, tort (including negligence and strict liability) or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to this Agreement shall, under no circumstances, exceed \$1,000. PSE&G shall not, under any circumstances, be liable for any special, indirect, incidental, punitive

or consequential losses, damages, costs, or expenses whatsoever (including for lost profits, time or revenue), whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract or otherwise.

7. Confidentiality. Information provided pursuant to this Agreement with regard to the business of each of the Parties is intended to be confidential and the Parties shall not disclose any such information to any other person or entity, or use such information itself for any purpose other than in connection with the Agreement, without the other Party's prior written consent. The Data shall be considered to be confidential but it may be shared by PSE&G in such a manner and with such third parties as PSE&G may determine in its sole discretion.
  
8. Protection of Information. Participant acknowledges that it may hold personally identifiable information ("PII") of individuals that utilize charging services offered by Participant. All information held by Participant shall be collected, stored, processed and transmitted to PSE&G solely in the United States. Participant shall develop, implement, maintain and monitor a comprehensive, written information security program that complies with all applicable laws and regulations and that includes appropriate security measures adequate to (i) ensure the security and confidentiality of all information in Participant's possession, including the Data, (ii) protect against anticipated threats or hazards to the security and integrity of information in Participant's possession, including the Data, and (iii) protect against the loss of or unauthorized access to information in Participant's possession or the compromise to the security, integrity or confidentiality of a process, function or data on any third party system including that of PSE&G (a "Security Incident"). With respect to cyber threats, Participant's program shall address the life cycle of a cyber event, including identification of, response to, and recovery from a cyber event. Participant shall conduct an exercise annually to test its cyber response program, such as a tabletop exercise. Participant shall also ensure that its information security program covers the transmission of the Data and all networks, systems, servers, hardware, equipment, computers, notebooks, laptops, PDAs, mobile phones, and other devices that process or handle the Data, and/or allow access to PSE&G's computer system. Participant shall further ensure that its information security program includes industry standard password protections, firewalls, and anti-virus and malware protections. Participant shall encrypt using standard or legally required encryption tools commensurate with the technology platform and response time constraints, all Data that it transmits to PSE&G pursuant to this Agreement. Participant shall safeguard the security and confidentiality of all encryption keys associated with encrypted Data. Upon PSE&G's request, Participant shall complete a due diligence questionnaire and shall submit the completed questionnaire to PSE&G within a reasonable time.
  
9. Security Incidents. Participant shall provide PSE&G with written notice immediately upon (but in no case later than 24 hours after) becoming aware of a Security Incident. Participant shall promptly provide PSE&G with detailed information regarding the nature and scope of the Security Incident, the actual or potential cause of the Security Incident, and the measures being taken by Participant to investigate the Security Incident and correct or mitigate its effects. Participant agrees that any decision to notify individuals, a regulatory body or governmental authorities of the Security Incident shall be at PSE&G's sole discretion and any notice shall be approved in advance by PSE&G. Upon the event of a Security Incident involving Data or any compromise to a PSE&G computer system, Participant shall reimburse PSE&G for all of its costs relating to the Security Incident, including its internal and external costs associated with investigating, addressing and responding to the Security Incident, preparation and transmission of

all notifications to consumers or others as PSE&G deems appropriate, and costs for credit reporting and monitoring services.

10. Independent Contractors. The nature of the Parties' relationship hereunder is that of independent contractors and no joint venture or partnership relationship between the Parties is created by this Agreement. Neither Party or their employees shall hold themselves out or be deemed to be an agent, subcontractor, partner or employee of the other. Participant shall be the employer in fact of all persons performing services on its behalf under this Agreement and shall at all times be fully responsible for the acts or omissions of those performing tasks hereunder on its behalf. Participant shall take such steps as are necessary to prevent creation of a co-employment relationship with PSE&G.
11. Setoff. All claims for money or Rebates due or that becomes due from PSE&G shall be subject to deduction or set-off by PSE&G by reason of any claim arising out of this Agreement or any other transaction with Participant.
12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without reference to the principles of conflicts of laws. Any legal claim, suit, proceeding, or action brought against PSE&G shall be brought in New Jersey state courts or, if the claim, suit, proceeding, or action is to be brought in federal court, in the United States District Court, District of New Jersey. Each of the Parties hereby irrevocably consents to the jurisdiction of any of the aforementioned courts in any such action or proceeding and service of process in any such action or proceeding may be accomplished by the mailing of copies thereof to it by registered or certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service to each of the Parties at its address set forth herein. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such jurisdiction. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.
13. Assignment. This Agreement may not be assigned or transferred (including by way of merger, acquisition, operation of law or sale of substantially all assets) by Participant without the prior written consent of PSE&G. PSE&G shall have the right to assign or transfer this Agreement in its discretion.
14. Notices. All notices sent in connection with this Agreement shall be directed to each Party at the address set forth in the first paragraph of this Agreement. In the case of a notice to PSE&G, such notice shall be directed to the Vice President-Procurement with a copy to the Deputy General Counsel- Commercial Law.
15. Complete Agreement. This Agreement constitutes the full, complete, and only agreement between the Parties hereto with respect to the subject matter hereof. This Agreement supersedes any course of performance, course of dealings, usage of trade, previous agreements, representations, and understandings, either oral or written. No terms, conditions, agreements, representations, understandings, course of performance, course of dealing, or usage of trade purporting to modify, vary, supplement, explain, or amend any provisions of this Agreement shall be effective unless in writing, signed by a PSE&G representative authorized to amend this Agreement. If any part of this Agreement is determined to be judicially unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the date first written above.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

PARTICIPANT

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_