

MCE'S ELECTRIC VEHICLE CHARGING PROGRAM (MCE EV Charging)
TERMS AND CONDITIONS

1. **ELIGIBILITY:** MCE EV Charging offers a rebate to property owners/primary account holders (Customers) that install qualifying electric vehicle service equipment (EVSE). To be eligible to receive rebates through MCE EV Charging, Customers must: (1) Agree to the terms and conditions listed herein; (2) Have the EVSE metered through an MCE account number; and (3) Provide MCE with documentation showing (i) proof of purchase or invoice of qualified EVSE hardware, software, and networking services, and (ii) that the EVSE is operational.
2. **REBATE AMOUNTS:** The rebate amounts for qualifying EVSE are outlined in the MCE EV Charging materials. The rebate amounts may vary in accordance with MCE requirements. Rebate amounts reimburse the installation and/or hardware costs of Level 1 and/or Level 2 charging stations at workplaces, long-dwell sites, and multi-family properties, not to exceed 100% of the total installation and/or hardware costs after all rebates are applied. Rebates will be paid to eligible Customers once installation is complete and the EVSE is operational. For access to an upfront discount on the purchase price of EVSE, Customers may authorize the allocation of rebates to an approved vendor (more information on approved vendors below in section 5).
3. **REQUIRED GENERATION SERVICE WITH MCE:** Customer agrees that its EVSE shall be metered through an MCE account for a period of no less than 5 years after the installed EVSE is operational (and Customer is encouraged to stay on MCE generation service thereafter). **Should Customer terminate MCE generation service for its EVSE meter within the first 5 years of the EVSE operation, Customer shall return rebate amounts received from MCE under this MCE EV Charging based on the following schedule:** (i) 100% of the rebate amounts received if Customer terminates MCE service within the first two years of EVSE operation; (ii) 75% of the rebate amounts received if Customer terminates MCE service between years 2 and 3 of EVSE operation; (iii) 50% of the rebate amounts received if Customer terminates MCE service between years 3 and 4 of EVSE operation; (iv) 25% of the rebate amounts received if Customer terminates MCE service between years 4 and 5 of EVSE operation. Should Customer choose to replace the existing MCE-funded EVSE meter in the first 5 years of EVSE operation, Customer is not eligible for an additional rebate.
4. **DEEP GREEN BONUS REBATE:** If Customer is a Deep Green customer, or if Customer opts up to Deep Green service in the Rebate Reservation form, Customer may be eligible to receive the additional Deep Green Bonus rebate per port. **Should Customer terminate Deep Green service for its EVSE meter within the first 5 years of operation, Customer shall return 100% of the Deep Green Bonus rebate amounts received for each port installed under MCE EV Charging.**
5. **SELECTION OF EVSE PACKAGE:** Upon approval of the Rebate Reservation form by MCE, Customer shall select and procure one EVSE Package (EVSE hardware, software, and network services) from the approved list of qualified vendors accessed through the [MCE EV Charging website](#). If Customer wishes to work with a vendor that is not included in the list of qualified vendors, Customer may request the vendor be added to the list. Vendors will be added to the list of qualified vendors if they meet the requirements included in the qualification solicitation, available [here](#). Customer shall install, operate and maintain the EVSE Package, associated equipment, and signage as selected by Customer and approved by MCE. Customer acknowledges that MCE makes no representations regarding manufacturers, dealers, contractors, materials, or workmanship of the EVSE Package selected and installed by Customer.
6. **ADDITIONAL SERVICES FROM ELECTRIC VEHICLE SERVICE PROVIDER (EVSP):** Separate and apart from the Rebate Reservation form and MCE's obligations under MCE EV Charging, the EVSP selected by Customer may offer additional or complementary services. If so, the EVSP may contract directly with the Customer to provide these additional or complementary services, so long as these additional or complementary services do not interfere with the objectives of MCE EV Charging. MCE is not responsible for the costs of additional EVSP services, or any costs related to the operation and maintenance of any additional EVSP services. MCE does not guarantee that the purchase of additional services from the EVSP will increase the amount of the rebate for which Customer is eligible through MCE EV Charging.
7. **LOW CARBON FUEL STANDARD (LCFS) PROGRAM:** Customers enrolled in MCE's Deep Green service may have the option to enroll in MCE's LCFS Program. The LCFS Program may allow Customers to receive incentive payments for LCFS credits generated by the EVSE. To opt-in to MCE's LCFS Program, Customer must: (i) delegate all claims to any LCFS credits associated with the EVSE to MCE; (ii) be enrolled in MCE's Deep Green service; and (iii) utilize the LCFS incentives received to support transportation electrification pursuant to [LCFS Guidance 20-03](#). Upon delegation of LCFS credits to MCE, Customer agrees that Customer will not generate credits, and will inform third-party entities, when necessary, that the LCFS credits generated by the EVSE are delegated to MCE. This may include opting-out of LCFS credit terms in EVSP contracts that designate LCFS credits to the EVSP. Customers should review their individual EVSP contracts for LCFS credit terms. MCE may contact Customer about the LCFS Program, but Customer is not required to participate.
8. **INSTALLATION OF EQUIPMENT:** Customer is responsible for covering all upfront costs of the EVSE Package and installation of the EVSE. Upon completion of EVSE installation, Customer understands they are responsible

for the operation and maintenance of the EVSE installed.

9. **EV DRIVERS RIGHT TO ACCESS:** Customer may limit the availability of the EVSE to Customer's employees or tenants, or Customer may elect to make the EVSE available for use by the general public. Customer shall not restrict access to the EVSE based on race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any other basis prohibited by applicable law.
10. **ACCESSIBILITY REQUIREMENTS:** The installation of the EVSE is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. Customer understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Customer understands and accepts that installation of the EVSE may be dictated by design constraints, by law or regulation, or by local jurisdictional authorities. MCE is in no way responsible for Customer's compliance with the ADA or California Building Standards.
11. **EVSE OPERATION AND MAINTENANCE:** Customer will pay all costs associated with the EVSE. Customer shall maintain a consistent uptime for the EVSE installed. Customer shall maintain the common area immediately surrounding the EVSE and will promptly notify MCE of any problems Customer becomes aware of related to the EVSE. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance. Customer shall promptly notify MCE if Customer will no longer maintain the installed EVSE and/or if the installed EVSE is being removed from Customer's site. Uninterrupted service is not guaranteed, and Pacific Gas & Electric Co. (PG&E) may interrupt service when necessary to ensure safety or to perform maintenance.
12. **BILLING:** Customer must be the MCE customer of record. The metered account for the EVSE will default to Customer's current rate plan if using an existing MCE meter. MCE encourages Customers with separately metered EVSE to use an applicable, commercial, time of use (TOU) rate plan, such as Business EV. As the MCE customer of record, Customer will be responsible for paying the electric bill in connection with the installed EVSE. Unless they are also the Customer, the EVSP will be responsible for collecting payment from EV drivers who use the EVSE and passing on the value of this payment to Customer. Customers have options for how they want to charge EV drivers, and those options must follow the following guidelines:

UNIT PRICE: An EVSE shall be able to indicate on each face the unit price at which the EVSE is set to compute or to dispense at any point in time during a transaction. A computing EVSE shall display the unit price in whole cents (e.g., \$0.12) or tenths of one cent (e.g., \$0.119) on the basis of price per hour or price per kilowatt-hour (kWh). In cases where the station usage is unlimited or free of charge, this shall be clearly indicated in place of the unit price.

PRICING: Customer must deliver energy to EV drivers according to the Unit Price guidance above. Customers are encouraged to charge EV drivers no more than 10% above their costs incurred by electricity rates, network fees, and/or transaction fees. Customer is required to submit an EV charging pricing plan along with any other forms included in the Project Verification package. MCE maintains that EV charging remain affordable for EV drivers while still allowing for Customer profit margins.

13. **PERMISSION FOR MCE TO USE DATA:** Customer agrees to allow MCE and its authorized contractors to use non-usage data (i.e., Customer name, site location, number of ports, etc.) gathered as part of MCE EV Charging for use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.
14. **CUSTOMER TO PROVIDE USAGE DATA TO MCE:** For customers with EVSE **not** on a separate meter, Customer agrees to send MCE usage data in a provided template on an annual basis by February 28 of each year over five years, or provide MCE access to the charging network to collect data at-will. Usage data provided by Customer or collected via separate meter will **not** be shared publicly on a site-by-site basis unless specific permission has been granted by Customer. Customer acknowledges and agrees that usage data may be shared by MCE in an appropriately aggregated form.
15. **OTHER PROGRAMS AVAILABLE:** As part of MCE EV Charging, Customer may enroll in additional EV engagement, LCFS, demand response, or grid optimization programs available through MCE. MCE may contact Customer about such programs, but Customer is not required to participate.
16. **TAX LIABILITY and CREDITS:** MCE is not responsible for any taxes which may be imposed on Customer as a result of the rebates provided.
17. **DISPUTES:** Except where otherwise limited by law, MCE reserves the right, at its sole discretion, to make final determinations regarding any disputes related to MCE EV Charging, including but not limited to eligibility and rebate amounts.

18. **PROGRAM CHANGES:** MCE reserves the right to change, modify, or terminate MCE EV Charging at any time without any liability except as expressly stated herein. MCE will honor all written commitments made in the Rebate Reservation form provided to Customers prior to the date of any change, modification or termination of MCE EV Charging, provided that project installations are fully completed within the time specified in the Rebate Reservation form.
19. **PROGRAM EXPIRATION:** MCE EV Charging will no longer be in effect if any of the following conditions occurs: (i) March 31, 2026, (ii) depletion of funds, or (iii) termination of the MCE EV Charging program.
20. **DISCLAIMER:** MCE makes no guarantee, representations, or warranties, expressed or implied, regarding the implementation or use of EVSE purchased or installed pursuant to MCE EV Charging.
21. **INDEMNIFICATION:** Customer agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Customer's negligence, recklessness or willful misconduct while participating in MCE EV Charging.
22. **ACKNOWLEDGEMENTS:** Customer shall acknowledge MCE as a funding source of the installed EVSE each time Customer's activities related to the EVSE are published in any news media, press release, brochure, or other type of public communication or promotional material. The acknowledgement of MCE's support as a funding source, whether in whole or in part, shall include language such as: "Funding for [Customer Site Name]'s charging station(s) provided by MCE." If Customer is receiving funding from multiple organizations, Customer may use one statement conforming to the format listed above and include all organizations from which funding is received.
23. **CUSTOMER AUTHORIZATION TO PLACE SIGNAGE:** Customer agrees to have two (2) MCE designed stickers: one containing MCE's logo indicating the EVSE project was funded by MCE and the other indicating the generation service (i.e., Light Green, Deep Green, Local Sol) placed on the installed EVSE. The applicable stickers will be provided by MCE and Customer will place such stickers on the installed EVSE prior to turning in the Project Verification form. The sticker specifications are as follows:
 - Sticker Indicating Funding by MCE: Size will not exceed 2.5" x 2.5" and shall be applied above or below the EVSE monitor OR on the side of the EVSE.
 - Sticker Indicating MCE Generation Service (Light Green, Deep Green, or Local Sol): Size will not exceed 1.5" x 1.5" and shall be applied to the top portion of each port handle. If there are multiple ports, Customer agrees to have this sticker applied to each port handle. MCE will provide Customer a sticker for each port handle.

If Customer has multiple (three [3] or more) organizations funding its EVSE project, Customer may choose to create (at their own expense) one sticker indicating funding by multiple organizations and the sticker must follow these guidelines: (1) All funding organizations agree to be on the same sticker; (2) The sticker includes an MCE provided color logo; (3) The size of the MCE logo on the sticker must visually compare and be equal to the other funding organizations' logos, but at a minimum, be the size of 0.5" wide; (4) The sticker shall include language such as: "Funding for [Customer Site Name]'s charging station(s) provided by [list of funding organizations]"; and (5) The final sticker design must be approved by MCE before it is printed and applied.

24. **CONSENT TO ELECTRONIC DISCLOSURE AND CONTRACTING:** By signing below, Customer consents and agrees to receive electronically all communications, agreements, documents, notices, records, legal disclosures, and other information (collectively, "Electronic Records") that MCE provides in connection with the MCE EV Charging program. Customer further agrees and consents to the use of electronic signatures (such as clicking, checking, signing using a digital pen, or otherwise manifesting assent) in the processing of Electronic Records. Customer has the right to withdraw this consent at any time by calling 1 (888) 632-3674 or emailing info@mcecleanenergy.org. Customer must notify MCE of any change in Customer's e-mail address by using the above contact information.

By signing below, Customer represents to MCE that (i) Customer has read, understands, and agrees to be bound by these MCE EV Charging Terms and Conditions, (ii) Customer authorizes MCE to disclose Customer's generation service (Light Green, Deep Green or Local Sol) and participation in MCE EV Charging, and (iii) if Customer is an entity rather than an individual, the named representative listed below has the authority to sign these Terms and Conditions on behalf of the Customer.

Name: _____

Signature: _____

Date: _____