

Residential Smart Charging Program Terms & Conditions

These Terms & Conditions govern Portland General Electric Company's ("PGE") residential Smart Charging Program (the "Smart Charging Program"). The Smart Charging Program requires participation in Demand Response Events and includes associated incentives described below. By enrolling in the Smart Charging Program, Participant acknowledges that Participant has read, understands, and agrees to these Terms & Conditions. The Smart Charging Program is offered from October 23, 2020, through December 31, 2025. These Terms & Conditions may be altered, changed, modified, or assigned by PGE at any time without notice.

*Information pertaining to the Smart Grid Test Bed and Test Bed EV Charging Study is located at the bottom of these Terms & Conditions.

The Smart Charging Program may be administered by third party administrators ("Program Administrators"). The Program Administrators may change at any time without notice.

ELIGIBILITY REQUIREMENTS

To be eligible to enroll in the Smart Charging Program, Participant must meet the following conditions at Participant's sole expense:

- Be a residential PGE customer with an active utility account.
- Own or lease a plug-in hybrid electric vehicle or a battery-powered electric vehicle.
- Either/Or:
 - Purchase and install a Level 2 electric vehicle charger ("EV Charger") from PGE's Qualified Products List ("QPL") at the account owner's residential service address. Customer installation of the EV Charger must comply with all laws, regulations, and compliance codes of the jurisdiction in which the EV Charger is installed, including obtaining any necessary licenses or permits. Customer is encouraged to check with their local code enforcement office;
- Or
 - Own or lease a qualifying electric vehicle with vehicle telematics ("Vehicle Telematics") and charge it at home with either a qualified or non-qualified Level 2 EV Charger.
- Agree to being automatically enrolled in PGE's demand response program.
- Agree to participate in the Demand Response Events per the description below.
- For Income-eligibility information, please click here.
<https://assets.ctfassets.net/416ywc1laqmd/6hOnNAVyp1DGhvpNwhq61/73371b74e1ccfb5125ade6d4792bd6cf/income-eligible-rebate.pdf>

DEMAND RESPONSE EVENTS

- Participant authorizes PGE or its Program Administrator to automatically adjust the qualifying EV Chargers or vehicle via Vehicle Telematics charging speeds and charging times ("Demand Response Event"). During Demand Response Events, PGE or its Program Administrator may cause the EV Charger or vehicle enrolled via Vehicle Telematics to reduce charging speeds or stop charging during the Demand Response Event period. Depending on your preference settings, PGE, the Program Administrator or OEM may notify Participant (usually by e-mail or text) prior to a Demand Response Event. In an emergency, PGE or its Program Administrator may deploy a Demand Response Event without notice if deemed necessary.
- PGE may call Demand Response Events at any time of day, Monday through Friday.
- PGE will not call Demand Response Events on holidays.
- Identified holidays are: New Year's Day (Jan. 1), Martin Luther King Day (third Monday in January), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), the Day After Thanksgiving Day (fourth Friday in November) and Christmas Day (Dec. 25).
 - If a holiday falls on a Saturday, the preceding Friday will be designated as the holiday.
 - If a holiday falls on a Sunday, the following Monday will be designated as the holiday.
- Participant may override Demand Response Event participation at any time.

Participant may be terminated from the Smart Charging Program for failure to keep a charger connected to the internet or participate in a certain number of Demand Response Events.

INCENTIVES

- Incentives are provided solely by PGE.
- Incentives will be issued to the name listed on the application unless otherwise directed.
- Participant may qualify for incentives on up to two (2) unique EV Chargers and/or vehicles enrolled via Vehicle Telematics per account and service address. For example, a Participant can receive one (1) charger installation rebate and one (1) vehicle telematics incentive or two (2) charger installation rebates or two (2) vehicle telematics incentives. Participants receiving two (2) installation rebates must own or lease two (2) unique plug-in hybrid electric vehicles or a battery-powered electric vehicles. Participant cannot receive two (2) installation rebates if they own only one (1) electric or battery-powered vehicle.
- Qualifying EV Chargers may qualify for one installation rebate per enrollment and one reward per season.
- PGE may offer alternative incentive structures in lieu of the incentive structure described in these Terms and Conditions.
- In the event that PGE issues an incentive to a Customer and the Customer does not qualify for the incentive, Customer agrees to refund PGE within twenty (20) days of receipt of notice regarding return of the incentive.
- Participant must meet all qualification requirements listed on the PGE website and described herein to qualify for an incentive.
- Except for the Panel Upgrade Rebate, no other rebates can be combined.
- Qualifying installation expenses include EV Charger product cost, installation, labor and material costs, and applicable permitting costs.
- Participants may receive the one-time Standard Installation, Income-Eligible Installation, BYOC, Vehicle Telematics and/or Panel Upgrade Rebate(s) by check, bill credit, ACH, electronic payment, an invoice credit or through a payment by PGE to an authorized designee. Incentives may take up to 6 weeks to process. Failure to enroll may result in Participant refunding to PGE the incentive upon demand.
- **Standard EVSE Installation Rebate:** The EV Charger must be purchased and installed on or after the date that the EV Charger model has been added to the QPL on PGE's website. PGE will pay a Standard Installation Rebate of up to \$300 (capped at the total price paid plus qualifying expenses) to eligible Participants who complete the enrollment process and meet the Eligibility Requirements. Participant must include a copy of receipt or invoice showing the dollar amount of the installation with their installation rebate application. Rebate may be paid to customer or their designated payee.
- **Income-Eligible EVSE Installation Rebate:** The EV Charger must be purchased and installed on or after the date that the EV Charger model has been added to the QPL on PGE's website. Participants who meet the Income-Eligible Installation Rebate requirements listed on the Smart Charging Program website may qualify for a rebate of up to \$1,000 (capped at the total price paid plus qualifying expenses). Participant must include a copy of receipt or invoice showing the dollar amount of the installation with their installation rebate application. Rebate may be paid to customer or their designated payee.
- **Bring Your Own Charger ("BYOC") Rebate:** The EV Charger model must be listed on the QPL at time of submission. PGE will pay a \$50 BYOC Rebate to Participants who purchased and installed their qualifying EV Charger prior to the model being added to the Qualified Products List.
- **Vehicle Telematics Participation Incentive:** PGE will pay a \$50 enrollment incentive to eligible Participants with qualified or non-qualified Level 2 chargers and qualifying vehicles controlled during Demand Response Events via vehicle telematics.
- **Panel Upgrade Rebate:** For customers that require an electric panel upgrade, PGE will pay a Standard Panel Upgrade Rebate of up to \$1,000 and an Income-Eligible Panel Upgrade Rebate of up to \$5,000 for income-eligible Participants. Rebates may be paid to customer or their designated payee. To qualify for the Panel Upgrade Rebate:
 - The panel upgrade must be completed by a licensed electrician and the qualified charger must be hardwired.
 - Participant must include a copy of receipt or invoice showing the dollar amount of the cost of the panel upgrade work with their installation rebate application.
 - The panel must be upgraded to at least 200 amp service.
 - Participant must meet all Eligibility Requirements listed above and be accepted into the Smart Charging Program to qualify for the Panel Upgrade Rebate. This is not a stand-alone rebate.

- The panel upgrade must occur on or after November 16, 2022. Any panel upgrades performed prior to November 16, 2022, are not eligible for this rebate.
 - To claim the Panel Upgrade Rebate, customers must replace an existing main electric breaker panel with a 200 Amp (or higher) main breaker panel with a minimum of 30 slots and 40 circuits (equivalent or better).
 - The rebate can be applied to cover the following costs, among others (at PGE's sole discretion):
 - Replacing the main electric panel and breakers
 - Replacing or relocating the electric meter main panel and associated conduit
 - Wiring from the meter base to the panel
 - Wiring from the meter base to the weatherhead
 - Code required wiring upgrades
- **Smart Charging Participation Incentive:** PGE will pay a \$25 Participation Reward for up to two (2) unique EV Chargers or two (2) unique electric vehicles enrolled through Vehicle Telematics per account and service address (alternatively referred to herein as the "reward(s)" or "bill credit") at the end of each Smart Charging Program season via an on-bill credit. Participation requirements are listed on PGE's website and herein.
 - The Program seasons run from October 1 to March 31 and April 1 to September 30.
 - Participants meet the following requirements per season to receive the Participation Reward.
 - The EV Charger must be connected to the internet 50% of the time per season (with the exclusion of vehicles controlled via Vehicle Telematics).
 - The EV Charger or vehicle connected via Vehicle Telematics must participate in a minimum of three (3) Demand Response Events per season.
 - The EV Charger or vehicle connected via Vehicle Telematics must complete 13 active charging sessions per season.
 - Failure to comply with these participation requirements may result in not receiving the participation reward, or in some cases, in Participant's termination from the Program.
- ***If Participant moves to a different residence, Participant may continue to participate in the Smart Charging Program and earn Participation Incentives if the new residence meets the above eligibility requirements and Participant participates in the Demand Response Events, but Participant will not qualify for additional rebates for the same EV Charger or vehicle connected via vehicle telematics.***

INFORMATION SHARING

Participant agrees that:

- PGE and/or its Program Administrators may send Participant emails, text/SMS, and other notifications related to the Smart Charging Program, including but not limited to, notifications about enrollment status and Smart Charging Program-related adjustments to EV Charger's settings.
- PGE may send Participant emails related to the fulfillment of rebates or rewards related to the Smart Charging Program.
- The Original Equipment Manufacturer ("OEM") and Program Administrators will collect certain information regarding Participant needed for Participant's enrollment and participation in the Smart Charging Program, including but not limited to name, service address, mailing address, email address, energy usage, charging patterns (start date and time, duration of charging), demand response opt-out and EV Charger connectivity (collectively "Participant Information"). PGE and its Program Administrators may access, retrieve, store, copy, create derivative works of, retain and otherwise use Participant Information in order (a) to provide the Program services to you, including carrying out requests made by you, calculating participation reward eligibility, and to communicate with you; (b) to develop, distribute, operate, administer, market, make available, maintain, evaluate, analyze, test, change, improve or otherwise commercialize the Smart Charging Program, other similar demand response programs and utility services, (c) to prepare and present general, aggregated or anonymized results and information about the Smart Charging Program to third parties, including governmental entities such as the electricity system regulatory bodies and (d) for PGE and its Program Administrator to understand and evaluate participant habits and to inform the development and creation of utility programs and load planning. PGE and its Program Administrator may also use and publish information regarding your participation in the Smart Charging Program and your use of the EV Charger so long as the information is presented in an anonymized, aggregated format (i.e., in a manner that does not identify you). Data will be retained by PGE and its Program Administrator for an indefinite amount of time. Participant hereby releases and discharges PGE and its Program Administrators from any and all liability, claims or causes of action arising out of or in connection with this release and use of Participant Data.
- If PGE or its Program Administrator cannot collect the Participant Information, Participant may not be eligible to participate in the Smart Charging Program and may not qualify for Smart Charging Program rebates or rewards.

Termination/Withdrawal

- PGE reserves the right to unilaterally remove any Participant from the Smart Charging Program based on level of participation (such as being offline for prolonged periods or for lack of Demand Response Event participation) or for any other reason without liability or penalty. If PGE initiates removing a Participant from the Smart Charging Program, a notice will be sent to Participant within five (5) business day of removal from the Smart Charging Program.
- Participants may unenroll from the Smart Charging program without penalty after participating in the Smart Charging program for a minimum of one (1) year. If Participant unenrolls prior to completing the one (1) year of Smart Charging Program participation, Participant may be required to pay back some or all of the Standard Installation Rebate, Income-Eligible Installation Rebate, BYOC Rebate, Vehicle Telematics enrollment incentive or Smart Charging Program Participation Reward.
- Participant may unenroll from the Smart Charging Program by emailing resevcharging@pgn.com.
- These Terms & Conditions may be altered, changed, modified or assigned by PGE at any time with or without notice to Participant. Rebates or rewards available under the Smart Charging Program may be changed, modified, substituted, replaced, ceased, or terminated at any time at PGE's sole discretion with or without notice to Participant. Participant's continued participation in the Smart Charging Program constitutes Participant's acceptance of any and all such changes, replacements, assignments or terminations.
- In the event that the rebate amount changes during the course of the Smart Charging Program, the rebate application submission date will be used to determine equipment eligibility and rebate amount.
- In the event that the reward amount changes during the course of the Smart Charging Program, the Event season will be used to determine participation eligibility and the revised reward amount.

DISCLAIMER OF LIABILITY; LIMITATION OF LIABILITY

THE SMART CHARGING PROGRAM IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE SMART CHARGING PROGRAM. PGE AND ITS PROGRAM ADMINISTRATORS MAKE NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO CODE COMPLIANCE, QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECTS OF ANY DESIGN, SYSTEM PRODUCT, EQUIPMENT OR APPLIANCE INSTALLED PURSUANT TO THE SMART CHARGING PROGRAM, OR ENERGY SAVINGS, AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARTICIPANT AGREES TO INDEMNIFY PGE, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND ITS PROGRAM ADMINISTRATORS AGAINST ALL LOSS, DAMAGE, EXPENSE, FEES, COSTS AND LIABILITY ARISING OR RELATED TO ANY ACT, BREACH, DEFAULT OR OMISSION UNDER THESE TERMS & CONDITIONS OR IN CONNECTION WITH THE SMART CHARGING PROGRAM. PGE AND ITS PROGRAM ADMINISTRATORS DISCLAIM ANY AND ALL RESPONSIBILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN THE SMART CHARGING PROGRAM OR ARISING FROM OR IN CONNECTION WITH ANY BREACH OF THESE TERMS & CONDITIONS.

Miscellaneous

Participant hereby warrants it has full power and authority to perform all of its obligations under these Terms & Conditions. If any of these Terms & Conditions provisions shall be held invalid or unenforceable, these Terms & Conditions shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly. The failure to enforce any terms of these Terms & Conditions will not constitute a waiver. These Terms & Conditions shall be governed by and interpreted in accordance with the laws of the State of Oregon, excluding any conflict of laws principles that would result in this agreement being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with these Terms & Conditions shall be exclusively in the state or federal courts of located in Multnomah County, Oregon. This agreement is intended for the benefit of the parties herein only and does not grant any rights to any third parties unless otherwise specifically stated herein.

PGE Smart Grid Test Bed and Test Bed EV Charging Study

These Terms & Conditions govern Portland General Electric Company's ("PGE") Test Bed EV Charging Study (the "EV Charging Study") and are in addition to the Terms and Conditions for the PGE EV Smart Charging Program above. By submitting the enrollment form for the Test Bed EV Charging Study, Participant acknowledges that Participant has read, understands and agrees to these Terms & Conditions. The EV Charging Study is available to eligible Participants throughout the EV Charging Study duration from Jan. 1, 2023, through Dec. 31, 2024. These Terms & Conditions may be altered, changed, modified, or assigned by PGE at any time without notice.

Eligibility Requirements

To be eligible to participate in the EV Charging Study, Participant must adhere to the following conditions for the duration of the EV Charging Study and at Participant's sole expense:

- Be a residential PGE customer with an active utility account located within the demonstration boundary as listed for this Study on PGE's Smart Grid Test Bed webpage.
- Own a battery-powered electric vehicle listed on the EV Charging Study's QPL.
- Have installed a Level 2 EV Charger.
- Allow PGE to automatically enroll the Participant in PGE's demand response program ("EV Smart Charging Program").

Test Bed EV Charging Study

By agreeing to be enrolled in the EV Charging Study, Participant authorizes PGE to automatically adjust the qualifying EV's charging speed and charging time based on Participant selected criteria as to the desired state of charge to be provided at a specified time (e.g., PGE can control rate of charge so long as the EV reaches 100% charge at 6 a.m. the following day as requested by the Participant). All charge set points are determined by the Participant and can be adjusted at any time.

Rebates and Rewards

- Rebates and rewards are provided solely by PGE.
- Participant must meet all qualification requirements listed on the PGE Smart Grid Test Bed website for the EV Charging Study to qualify for monthly bill credit.
- PGE will apply a bill credit of \$20 per month to eligible Participants who complete the enrollment process and meet the Eligibility requirements.
- Participant will receive the monthly bill credit from the month of enrollment throughout the project duration or until the customer unenrolls, whichever happens sooner.

Information Sharing

Same conditions apply as listed above.

Termination/Withdrawal

Participant may unenroll from the EV Charging Study at any time by emailing smartgridtestbed@pgn.com.

Disclaimer of Liability; Limitation of Liability; Miscellaneous

Same conditions apply as listed above.