

# CPS ENERGY PUBLIC CHARGING FLAT RATE PILOT PROGRAM

## PARTICIPATION AGREEMENT

By participating in the CPS Energy Public Charging Flat Rate Pilot Program (“Program”), you are entitled to access the charging stations in the CPS Energy ChargePoint® Network (the “Network”) for your 100 percent electric or plug-in hybrid vehicle (“Vehicle”). This Participation Agreement (“Agreement”) between you (“Customer”) and the City of San Antonio, acting by and through City Public Service (“CPS Energy”) sets forth the terms and conditions of the Program.

1. **Enrollment.** Customer acknowledges that all information provided as part of Customer’s application is truthful. CPS Energy may reject Customer’s application and not enroll Customer in the Program if any information submitted as part of the application is untruthful. Customer is responsible for registering the CPS Energy radio-frequency identification membership card (“Membership Card”) on the Network and completing the connection instructions supplied by CPS Energy. Upon successful launch of Customer’s connection request, Customer will be connected to the Network within ten (10) business days. Customer will receive a confirmation e-mail as soon as connection has been successfully established with the Network. CPS Energy is not responsible for additional fees assessed by ChargePoint® for use of the Membership Card while it is not connected to the Network.
2. **Fee.** The fee for participation in the Program is ninety-six dollars (\$96) (“Program Fee”), payable in advance of the Initial Term to the address stated in Section 6, “Notice.” below. The Program Fee is separate from the Customer’s CPS Energy monthly bill. Upon receipt of initial payment, CPS Energy will issue a Membership Card to Customer’s address on file using the U.S. Postal Service. The fee for each Renewal Term shall be ninety-six dollars (\$96), due on the Customer’s connection anniversary date (“Renewal Fee”).
3. **Payment.** If payment has not been received by CPS Energy for a Renewal Term, CPS Energy will remove Customer’s access to the Network and Membership Card from the Program. Customer’s membership can be reinstated upon payment of the Renewal Fee.
4. **Term.** This Agreement shall be in effect for twelve (12) months from the date the Membership Card is connected to the Network (the “Initial Term”). The Agreement shall automatically renew every twelve (12) months (each a “Renewal Term”), unless CPS Energy receives notice of Customer’s desire to terminate the Agreement or Customer fails to pay the Renewal Fee timely.
5. **Termination.** Either CPS Energy or Customer may terminate Customer’s participation in the Program at any time by providing written notice to the other party. Refunds for un-used portions of an Initial or Renewal Term will not be issued.
6. **Notice.** Any notices to CPS Energy should be sent to CPS Energy, Attn: EV Charging, Maildrop RT0301, P.O. Box 1771, San Antonio, Texas 78296-1771.
7. **Information and Energy Data.** In order for CPS Energy to evaluate the Program and Network use patterns, Customer will allow CPS Energy to access and acquire information and energy data related to the Vehicle. This information and energy data may come from the charging stations in the Network, the Vehicle, or other sources as they become available, including a

third-party vendor. Customer gives CPS Energy permission to collect, store and use Customer-supplied information or data generated by the Network, including, but not limited to, energy use and geospatial data, consistent with CPS Energy's privacy policy. <https://www.cpsenergy.com/privacypolicy>

8. **Communication.** Customer agrees that CPS Energy will communicate to Customer via phone, mailings, and/or e-mail regarding Customer's participation in the Program, including, but not limited to, Program information, Program terms and conditions, and requests for Program participation feedback. Customer shall have the right to unsubscribe from receiving communications. However, Customer will continue to receive transactional communications, including any Program changes, for as long as Customer participates in the Program.
9. **Changes.** The Program, its terms and conditions, and the Program Fee for participation are expressly subject to change at the sole discretion of CPS Energy. Any such change shall effect only that portion of this Agreement specifically changed, with all other portions remaining in full force and effect.
10. **DISCLAIMER OF WARRANTIES.** CPS ENERGY DOES NOT PROVIDE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CUSTOMER'S USE OF THE CHARGE STATIONS, AND SUCH USE IS AT CUSTOMER'S SOLE RISK. CPS ENERGY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CPS ENERGY MAKES NO WARRANTY THAT (i) THE CHARGING STATIONS WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, OR (ii) THE OPERATION OF THE CHARGING STATIONS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
11. **Indemnification.** Customer agrees to indemnify, protect, and hold harmless CPS Energy and each of their respective directors, officers, employees, agents, dealers and distributors, and their respective directors, officers, employees and agents (collectively, the "Indemnitees") from all liability for any loss, damage or injury to persons or property arising from or related to Customer's misuse or misapplication of the charging stations in the Network, or otherwise for Customer's negligence or misconduct.
12. **Non-transferable.** CPS Energy will issue one Membership Card per household. Membership Cards cannot be transferred to or used by anyone outside of the paying household. Noncompliance with this provision may result in Customer's immediate termination from the Program.
13. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Texas. The parties agree that in the event of any dispute under this Agreement that requires litigation, the exclusive venue for such litigation shall be the state and federal courts located in San Antonio, Bexar County, Texas, with jurisdiction over the subject matter of such litigation.
14. **Severability.** If any term of this Agreement is found to be invalid, such invalidity shall not affect the validity of the remaining terms.
15. **Entire Agreement.** This document is the only Agreement between the Customer and CPS Energy relative to the Program and supersedes all previous understandings, whether written or oral.