

OPTIONAL RESIDENTIAL ELECTRIC VEHICLE CHARGING AGREEMENT

This Optional Residential Electric Vehicle Charging Agreement ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (the "Customer"), having a primary residence located at \_\_\_\_\_ (the "Residential Property") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (the "Company") (each a "Party" and collectively the "Parties"). The Service provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Residential Electric Vehicle Charging Services Rider Pilot, Rate Schedule [RS-1EV], as approved or subsequently revised by the FPSC and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff").

WHEREAS, the Customer hereby applies to Company for receipt of service to provide residential electric vehicle ("EV") charging service (the "Service") at the Residential Property.

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date.** This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below.
2. **Term of Agreement.** The term of this Agreement (the "Term") will commence on the Effective Date and will continue for ten (10) years following the date on which the Company gives notice that the Equipment is ready for operation (the "Residential Operation Date").
3. **Scope of Services.** Company will design, procure, install (as further elected below), own, operate, and provide maintenance to EV charging equipment for one electric vehicle, including a Level 2 EV charger ("Equipment") to furnish the Service which includes receiving data, service fees and overnight and weekend charging for the Customer's EV only. The Company reserves the right to remotely control charging session schedules and/or curtail the energy delivered by the Equipment. Customer shall allow Company to establish connectivity with the Level 2 EV charger using Customer's internet service provider as either a primary or back-up means of communication. In such cases, either a Wi-Fi connection to Customer's router or a hardwired Ethernet connection shall be facilitated by the Customer. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer. Customer acknowledges and agrees that Company and/or its contractors (i) will gather data and information from the Equipment and (ii) have the rights to use such data, including the right to own any derivative works created using such data.

Customer selects the following installation service:

- Full Installation.** Includes addition of a 240V circuit (assuming Customer has at least two appropriate breaker slots available), design calculations, permitting and up to 15 foot 50A branch circuit.
  - Equipment Only Installation.** Customer provides a dedicated, permitted and installed 240V circuit in garage.
4. **Equipment; Maintenance; Access.** During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. The Customer shall not move, modify, remove, adjust, alter or change in any material way the Equipment, except in the event of an emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. Customer hereby grants Company access rights on the Residential Property sufficient to allow Company to perform the Services under this Agreement.

Company shall, or through its subcontractors, be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

5. **Monthly Service Payment.** Customer shall commence payment of the Monthly Service Payment, plus any applicable taxes, on the Residential Operation Date in accordance with the General Rules and Regulations for Electric Service. Any partial month will be paid on a pro rata basis. The Monthly Service Payment shall be as set forth in the Residential Electric Vehicle Charging Services Rider Pilot, Rate Schedule (referenced above).
6. **Title and Risk of Loss.** Customer acknowledges and agrees that (i) the Equipment is personal property, will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no

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(Continued from Sheet No. 9.843)

ownership interest in the Equipment. Title shall only transfer to the Customer at the end of the original Term (or upon any earlier termination if the Company elects to not remove the Equipment). Customer shall keep the Equipment free from any liens by third parties and shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.

Customer shall bear all risk of loss or damage of any kind with respect to all or any part of the Equipment located at the Residential Property to the extent such loss or damage is caused by weather or the actions, negligence, willful misconduct or gross negligence of Customer, its contractors, agents, invitees and/or guests or any other damage which is required to be covered by insurance (collectively a "Customer Casualty"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company. In the event the Equipment is damaged and is not a Customer Casualty, the Company will (i) repair or replace the Equipment at Company's cost, or (ii) terminate this Agreement for its convenience upon written notice to Customer.

7. **Expiration or Termination of Agreement.** Customer has the right to terminate this Agreement for its convenience upon written notice to Company on at least thirty (30) days prior notice. Upon any such termination prior to the fifth anniversary of the Residential Operation Date, Customer shall be responsible to pay a termination fee in an amount equal to the cost to uninstall, remove and redeploy the Equipment plus all outstanding Monthly Service Payments due and owing (collectively, the "Early Termination Cost"). Upon any such termination on or after the fifth anniversary of the Residential Operation Date, Customer shall elect to pay either (i) a termination fee in an amount equal to the Early Termination Cost or (ii) the remaining net book value of the Equipment to purchase the Equipment plus all outstanding Monthly Service Payments due and owing. Except in the case Customer elects option (ii) above, Company has the right, but not the obligation, to remove the Equipment for redeployment. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer on at least thirty (30) days prior notice or as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon such termination, the Company may elect to remove the Equipment or leave the equipment and transfer title to the Customer at no charge.
8. **Warranty.** Customer acknowledges and agrees that Company has not made any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the Company's obligations, Services and/or the Equipment. Customer acknowledges that there is no warranty implied by law, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of custom or usage.
9. **Customer Representations and Warranties.** The Customer represents and warrants that (i) the placing of the Equipment at the Residential Property and Customer's performance of this Agreement will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (ii) all information provided by the Customer related to the Residential Property is accurate and complete; (iii) Customer has good and unencumbered title to the Residential Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment; (iv) Customer lives at the Residential Property, the Residential Property is a single-family home or townhome with an attached garage that receives RS-1 electric service from Company and is in good standing; and (v) Customer owns or leases an electric vehicle that is capable of being charged by the Equipment.
10. **Limitations of Liability; Indemnity.** Customer acknowledges and agrees that Company shall not be liable to the Customer for complete or partial interruption of service, or fluctuation in voltage, resulting from causes beyond its control or through the ordinary negligence of its employees, servants or agents.

Neither Company nor Customer shall be liable to the other for consequential, special, exemplary, indirect or incidental losses or punitive damages under the Agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and Company and Customer each hereby release the other from any such liability; provided, that the Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

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(Continued from Sheet No. 9.844)

- 11. **Confidentiality.** "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) which is disclosed to Customer. Confidential Information shall not be disclosed without the prior written consent of Company.
- 12. **Insurance.** At any time that the Company is performing Services under this Agreement at the Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowner's property insurance policy with minimum limits equal to the value of the Residential Property and homeowner's liability insurance policy with minimum limits of Three Hundred Thousand (\$300,000.00) Dollars.
- 13. **Assignment.** The Customer may not assign this Agreement without the consent of the Company. A sale of the Residential Property shall be treated as an early termination by Customer unless Company agrees in writing to an assignment of this Agreement to the purchaser of the Residential Property.
- 14. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be subject to and governed by the laws of the State of Florida, exclusive of conflicts of laws provisions. The Parties agree that any action or proceeding arising out of or related to this Agreement shall be brought in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- 15. **Notices.** All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested, or sent via overnight courier to such Party's address as set forth above.
- 16. **Miscellaneous.** Any waiver granted by a Party shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future. No modification, waiver or amendment of this Agreement shall be binding unless signed in writing by both Parties. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer

Florida Power & Light Company

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_