### 2024 AES Indiana Business Rebates & Incentives program

## EV Charging Rewards for Business Application

Thank you for participating in AES Indiana's Business Rebates & Incentives program. Refer to the information below to ensure you are eligible for program incentives and your application is complete. Please retain a copy of your application for your records.

AES Indiana is offering the EV Charging Rewards for Business program to provide customers the opportunity to earn incentives for curtailing charging during peak periods.

Applications will be accepted from November 1, 2024, through June 30, 2027, on a first-come, first-served basis while funding is available.

This application is for customers who have existing qualifying electric vehicle supply equipment (EVSE) charging stations at facilities. Customers who wish to install new equipment should apply to the EV Charging Rebates for Business program and indicate their interest via that application.

### How to apply for an incentive

Step 1: Determine eligibility.

#### **Applicant**

The applicant must be an active AES Indiana business customer with a qualifying rate code. Qualifying rate codes include SS, SH, SL, PL, PH or HL.

Step 2: Complete application

#### Complete application

Include the authorized signature(s) to indicate your acceptance of the Terms and Conditions.

### Email the application

Email the application to ev@aesindianarebates.com.

Step 3: Once your application is approved, you will receive a confirmation email.

# Participate in events and receive annual incentives

Read Terms and Conditions for more program details and for definitions of terms that are referenced throughout this application.

#### **SECTION 1: Applicant information**

Customer Name: (Company or Organization responsible for monthly bills)

Existing Electric Account Number:	Account Executive Name: (Optional)			
Customer Primary Business Address, Street:	City:	State:	ZIP Code:	
Primary Contact Name:	Contact Phone:			
Contact Email:	Property Owner Name:			
Property Owner Address, Street:	City:	State:	ZIP Code:	



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SECTION 2: Site information							
Street Address:		City:	State:	ZIP Code:			
Which EVSE use-case(s) best apply to this location? (Check all that apply)  ☐ Workplace ☐ Public ☐ Commercial Fleet ☐ Government Fleet ☐ Other:							
What type of facility is at this location (if multiple facilities are present, select the one most aligned with the expected EV charging users)?							
□ Arena/Auditorium/Convention □ Assisted Living □ Auto Dealership □ Daycare □ College/University □ Convenience Store □ Drug Store	<ul> <li>☐ Grocery</li> <li>☐ Healthcare Clinic</li> <li>☐ Hospital</li> <li>☐ Lodging (Common Areas)</li> <li>☐ Lodging Hotel (Guest Rooms)</li> <li>☐ Manufacturing Facility</li> <li>☐ Multi-Family (Common Areas)</li> </ul>	□ Office (Large) □ Office (Low Rise) □ Office (Mid Rise) □ Police/Fire Station □ Parking Garage □ Religious/Worship □ Restaurant	□ Retail (Department Store) □ Retail (Strip Mall) □ School (Elementary) □ School (High/Middle) □ Warehouse □ Other:				
EVSE information and incentives (check ONE only):   Qualified Network Service Provider:   Qualified Network Service Provider:   Qualified Commercial EVSE Model(s):   Number of ports:   x \$50 annual incentive/port =   estimated annual participation incentive  Mailing address for incentive check							
Payee Legal Name (as shown on IRS for	orm W-9):	Payee Business Name (if different from payee legal name):					
Payee Contact Name:		Email:	Phone:				
Payee Legal Address:		City:	State:	ZIP Code:			
Payee Federal Tax Classification (check ONE only):  □ Corporation □ Partnership □ Sole Proprietor/Individual □ LLC □ Other □ Exempt							
Payee Taxpayer Identification Number (TIN) (Complete ONE only. Must match payee legal name above.)  FEIN #: or SSN:							
Sign application							
I hereby certify that: 1. The information contained in this application is accurate and complete. 2. All rules of this incentive application have been followed. 3. I have read and understood the Terms and Conditions of this document. I agree to verification of equipment installation, which may include a site inspection by a program or utility representative. I understand that I am not allowed to receive more than one incentive from this program on any piece of equipment. I hereby agree to indemnify, hold harmless and release the utility from any actions or claims in regard to the installation, operation or disposal of equipment (and related materials) covered herein, including liability from any incidental or consequential damages.							
Customer Signature	Print Name		Date				

#### Terms and conditions

These Standard Terms and Conditions for Participating Customers and the Customer Participation Agreement (collectively, the "Agreement") are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof ("CLEAResult"), and Customer for the purpose of enrolling electric vehicle charging measures ("EVC") and controlling their use during seasonal periods of peak energy demand (each, an "Event") under the Non-Residential Managed Charging Program (the "Program") funded by Indianapolis Power & Light Company dba AES Indiana, ("Sponsor"). CLEAResult and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Parties acknowledge and agree that the Sponsor is a third party beneficiaries of this Agreement. In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:



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Terms and conditions (continued)

### Access and participation

Customer agrees to support CLEAResult and Sponsor and assign a representative to facilitate services provided under this Agreement. Customer acknowledges its intent to enroll EVC and allow Sponsor access to control its EVC for the purpose of calling an Event. Customer agrees to allow CLEAResult and Sponsor access its facilities, energy use and cost information for the purposes of implementing this Agreement. If Customer is a tenant, Customer represents that by signing this document they have obtained the property owner's permission as necessary to participate in Events under this Agreement. Customer agrees not to use the name or identifying characteristics of Sponsor or its contractors for any advertising, sales promotion, or other publicity of any kind. Customer also confirms that it has not and will not receive rebates, incentives or services for any measures installed under this Program from another program funded by Sponsor. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor.

#### **Eligibility**

Sponsor determines eligibility of Customers at its sole discretion. CLEAResult or Sponsor may request verification of eligibility requirements at any time during the Program period.

### Incentive payment

Customer acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and enrolled measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are enrolled at eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor's programs for the same measure(s). Customer understands that Sponsor, in its sole discretion, may withhold incentive payments committed to Customer if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program.

### Auditing, monitoring and verification

Customer also agrees to allow CLEAResult and Sponsor access its facilities for the purpose of confirming Customer's participation in the Program, inspecting installed EVC, and verifying the amount of energy shifted through the Program. Customer agrees to cooperate with CLEAResult, and Sponsor, as necessary. Customer also agrees to remedy any issue arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. Customer understands that any incentives may be withheld if Customer refuses to participate in any required verification within a reasonable period. Customer verifies that all EVC is enrolled in accordance with all applicable federal, state and local laws and manufacturer's specifications.

### Confidentiality

CLEAResult shall keep Customer information confidential. Only CLEAResult, Sponsor and the Indiana Utility Regulatory Commission shall be granted access to Customer data as needed or required. CLEAResult will not use the name or identifying characteristics of Customer in advertising sales promotion or other publicity without Customer's written approval.

## No warranty

CLEARESULT, SPONSOR AND THE PUC MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY EVC ENROLLED PURSUANT TO THIS AGREEMENT AND EXPRESSLY DISCLAIM ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE ANY DUTY TO, ANY STANDARD OF CARE WITH REFERENCE TO, OR ANY LIABILITY TO ANY THIRD PARTY. NEITHER THE PUC, SPONSOR, NOR CLEARESULT SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES INSPECTED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

## Indemnification; limit on liability

TO THE EXTENT BY LAW, CUSTOMER AGREES TO INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SPONSOR AND CLEARESULT AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY PRODUCTS ENROLLED OR SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT. NEITHER THESPONSOR, CLEARESULT, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.

#### Miscellaneous

This Agreement shall be governed by and construed under the laws of the State of Indiana, without regard to conflict of law rules. The parties agree that all actions, disputes, claims and controversies arising out of or relating to this Agreement or the work performed hereunder will be subject to binding arbitration administered in the county where the Customer is located by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award may be entered in any court having jurisdiction. Customer shall not assign, delegate or subcontract this Agreement or its duties thereunder, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Customer's consent. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction. The failure of either Party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the Party under this Agreement, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance. Sections 1 and 4 through 7 shall survive the term of this Agreement.

