

# Fleet Solutions Participation Agreement

## Program Overview

The Fleet Solutions Program, funded by AES Indiana and administered by CLEAResult, provides technical assistance to eligible customers of AES Indiana to support a transition to electric vehicle (EV) fleets. The Program is offered on a first come, first-served basis to AES Indiana's electric service customers who operate a fleet of public-use\* EVs.

## Program Eligibility

Participating customers must:

- Be an existing industrial, commercial, or public sector entity that receives electric distribution services from AES Indiana.
- Operate and seek to electrify fleet vehicles that fit the definition of public-use applications.
- Agree to provide fleet operations data and other information upon request.
- Agree to provide access to CLEAResult, AES Indiana and any third-party contractor for the purpose of participating in the Program.

*\* A public-use EV is defined as an EV that is used primarily to serve the public, such as an electric school bus, electric transit bus, or other EV that is used by a commercial enterprise primarily to deliver goods or services to the public. A public-use EV is not one that is used primarily for personal, family, or household purposes, or for commuting.*

## Enrollment Instructions

Complete this Customer Participation Agreement and submit to [EV@aesindianarebates.com](mailto:EV@aesindianarebates.com).

Customer information			
AES Indiana account holder name:		Contact name:	
AES Indiana account number (as shown at the top of the utility bill):		Business rate class: (as shown under "metered electric and other services" on utility bill):	
AES Indiana customer service ID number (shown under "metered electric and other services" on utility bill):			
Phone:		Email:	
Street address:		City:	State: ZIP code:
Fleet type (On-road vehicles only)			
<input type="checkbox"/> Commercial goods movement		<input type="checkbox"/> Private fleet retail	
<input type="checkbox"/> Public transit		<input type="checkbox"/> Government and public service fleet	
<input type="checkbox"/> For-hire transportation		<input type="checkbox"/> Other/specialty vehicles: _____	
<input type="checkbox"/> Utility or commercial service fleet utility			
Fleet profile			
<b>Light duty vehicles (GVWR Class 1-2b)</b> <input type="checkbox"/> None <input type="checkbox"/> Fewer than 10 vehicles <input type="checkbox"/> 10-50 <input type="checkbox"/> 51-100 <input type="checkbox"/> More than 100 vehicles	<b>Medium duty vehicles (GVWR Class 3-6)</b> <input type="checkbox"/> None <input type="checkbox"/> Fewer than 10 vehicles <input type="checkbox"/> 10-50 <input type="checkbox"/> 51-100 <input type="checkbox"/> More than 100 vehicles	<b>Heavy duty vehicles (GVWR Class 7-8)</b> <input type="checkbox"/> None <input type="checkbox"/> Less than 10 vehicles <input type="checkbox"/> 10-50 <input type="checkbox"/> 51-100 <input type="checkbox"/> More than 100 vehicles	



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Additional sites where fleet charging may be required (if applicable)

Street address: _____ _____	Street address: _____ _____	Street address: _____ _____
City: _____	City: _____	City: _____
State: _____ ZIP: _____	State: _____ ZIP: _____	State: _____ ZIP: _____

How did you hear about this program?

- |   |   |
|---|---|
| <input type="checkbox"/> Community event      | <input type="checkbox"/> Program representative |
| <input type="checkbox"/> Contractor           | <input type="checkbox"/> Utility representative |
| <input type="checkbox"/> LinkedIn             | <input type="checkbox"/> Utility website        |
| <input type="checkbox"/> Mail                 | <input type="checkbox"/> Word of mouth          |
| <input type="checkbox"/> Previous participant | <input type="checkbox"/> Other: _____           |

Customer agreed and accepted

*I have read and understood the Customer Participation Agreement and the below Standard Terms and Conditions for Participating Customers and certify that the information I have provided is true and correct.*

Signature: _____	Date: _____
Name (printed): _____	Title: _____

CLEAResult agreed and accepted

Signature: _____	Date: _____
Name (printed): _____	Title: _____

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 evaluating fleet electrification opportunities under Fleet Solutions (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 and third-party Program contractor ("Contractor") are 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:

## 1. ACCESS AND PARTICIPATION.

Customer agrees to support CLEAResult and Contractor and assign a representative to facilitate services provided under this Agreement. Customer agrees to allow CLEAResult and Contractor to access its fleet data, facilities, energy use, cost, and customer 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 to participate in the Program. 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. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor.

# Fleet Solutions Participation Agreement

Terms and Conditions (continued)

## 2. 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.

## 3. AUDITING, MONITORING AND VERIFICATION.

Customer also agrees to allow CLEAResult, Contractor, and Sponsor to access its facilities for the purpose of confirming Customer's participation in the Program and verifying the energy use associated with the Program. Customer agrees to cooperate with CLEAResult, Contractor, and Sponsor as necessary and complete data reporting and survey requirements. Customer also agrees to remedy any issue arising from auditing and monitoring results with the timeframe provided by the Program.

## 4. CONFIDENTIALITY.

CLEAResult shall keep Customer information confidential except that Sponsor shall be granted access to Customer data as needed or required by Sponsor, or where the Customer authorizes additional sharing by written approval.

## 5. NO WARRANTY.

CLEAResult AND SPONSOR MAKE NO REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECT OF ANY SERVICES PROVIDED OR MEASURES IMPLEMENTED 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 SPONSOR NOR CLEAResult SHALL BE RESPONSIBLE FOR COSTS OR CORRECTIONS OF CONDITIONS ALREADY EXISTING IN THE FACILITIES ACCESSED WHICH FAIL TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

## 6. INDEMNIFICATION; LIMIT ON LIABILITY.

TO THE EXTENT PERMISSIBLE 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 ACTIONS OR OMISSIONS, SERVICE PROVIDED, PRODUCTS INSTALLED OR OPERATED, OR RECOMMENDATIONS IN CONNECTION WITH THIS AGREEMENT. NEITHER SPONSOR, CLEAResult, NOR CUSTOMER SHALL BE LIABLE TO EACH OTHER FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT.

## 7. 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 judgement on award may be entered in any court having jurisdiction, and provided further that neither party may bring a claim as part of a class action or representative action. 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 3 through 6 shall survive the term of this Agreement.