Electrify My Ride
E-Bike Rebate Program

Hetch Hetchy Power and CleanPowerSF are programs of the San Francisco Public Utilities Commission (SFPUC), an enterprise department of the City and County of San Francisco.

OUR MISSION: To provide our customers with high-quality, efficient and reliable water, power and sewer services in a manner that values environmental and community interests and sustains the resources entrusted to our care.
Electrify My Ride E-Bike Rebate Program Participation Terms and Conditions

1. Description

The purpose of this Electrify My Ride e-bike Instant Rebate Program Participation Terms and Conditions (“Program Terms”) is to define the general terms and conditions for participation in the San Francisco Public Utilities Commission (“SFPUC”) Electrify My Ride e-bike Instant Rebate Program (the “Program”) for which Cohen Ventures, Inc. DBA Energy Solutions (“Energy Solutions”) provides program implementation support to SFPUC (collectively the “Program Team”).

The Program allows participating retailers (“Retailer Participants” or “Participants”) to offer rebates as a discount at the point-of-sale for sales of qualifying e-bikes. To participate in the Program, Participant is required to agree to the terms and conditions of participation set forth herein and acknowledge such agreement by signing below.

2. PARTICIPANT INFORMATION

Please fill out the following contact information below – document must be complete to process.

<table>
<thead>
<tr>
<th>Company Name (“Participant”)</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Tax ID #</td>
<td>Tax Status (Corporation, Partnership, Sole Proprietorship or Exempt)</td>
</tr>
<tr>
<td>Number of Participating Branch/Store Locations</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Corporate Address</th>
<th>City, State ZIP Code</th>
</tr>
</thead>
</table>

Attention:
<table>
<thead>
<tr>
<th>Pay-to-Name (Name as it will appear on check)</th>
<th>Payee Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pay-to-Address (if different from Corporate Address)</td>
<td>City, State ZIP Code</td>
</tr>
<tr>
<td>Primary Branch Address (if different from Corporate Address)</td>
<td>City, State ZIP Code</td>
</tr>
<tr>
<td>Management Contact</td>
<td>Title</td>
</tr>
<tr>
<td>Administrative Contact</td>
<td>Title</td>
</tr>
</tbody>
</table>
3. PROGRAM INFORMATION

If you have any questions or concerns about the Program, please contact the Program Team.

<table>
<thead>
<tr>
<th>Program Name</th>
<th>Electrify My Ride</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Program Term</td>
<td>February 1, 2024 to April 30, 2024</td>
</tr>
<tr>
<td>Program Contact</td>
<td>Elise Mazzuca</td>
</tr>
<tr>
<td></td>
<td>(415) 256-7750</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:electrifymyride@energy-solution.com">electrifymyride@energy-solution.com</a></td>
</tr>
<tr>
<td>Program Website</td>
<td>SFPUC Clean Energy Programs: Electrify My Ride</td>
</tr>
<tr>
<td>Program Guide</td>
<td>Program Guide can be downloaded at: sfpuc.org/electrifymyride</td>
</tr>
<tr>
<td>Coupon Amount</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Qualified Product List (QPL)</td>
<td>QPL can be downloaded at: sfpuc.org/electrifymyride</td>
</tr>
<tr>
<td>Retailer Web Portal</td>
<td>Please use this site to redeem coupons: sfpu.org/instant-rebates.com/retailer-portal</td>
</tr>
<tr>
<td>Online Incentive Claim Site</td>
<td>After enrollment, retailers will be provided access to a secure folder to upload incentive claims.</td>
</tr>
</tbody>
</table>

4. DEFINITIONS & TERMS OF PARTICIPATION

Participant
A Retailer Participant sells Qualifying Equipment (as defined below) to Eligible Customers (as defined below). Under certain circumstances, as determined by the Program Team, a manufacturer, retailer, distributor, or other entity may serve as a Participant, if their participation allows for a more streamlined transaction in consultation with the other market actors in the distribution chain. Participants are required to provide enrollment documents including, but not limited to, executing these Program Terms.

Eligible Customer
An “Eligible Customer” is someone who lives at a residential address that:
1. Receives electric service from SFPUC (either CleanPowerSF or Hetch Hetchy Power);
2. Is located in an Equity Priority Community (EPC) census tract as defined by the San Francisco County Transportation Authority (SFCTA) EPC map¹; and
3. Is currently enrolled in a Hetch Hetchy Power or Clean Power SF Energy Assistance Program.

¹ https://epc-map.sfcta.org/
Retailer Web Portal
The Participant must verify customer and coupon eligibility prior to completing an e-bike sale. Upon enrollment in the Program, the Participant will be provided with a login to a Retailer Web Portal site for confirming coupon eligibility. Participants will open the Retailer Web Portal, choose the Participant name, and submit the customer name and coupon number for confirmation on whether a prospective sale is eligible for an incentive.

Online Incentive Claim Site
To receive reimbursement for eligible sales, the Participant shall upload required sales information (“Incentive Claim”). Upon enrollment in the Program, the Participant will be provided with a unique URL to a secure online file folder for uploading Incentive Claims (the “Online Incentive Claim Site”). The Program Team will utilize a paperless, online system for processing and tracking Incentive Claims. The Online Incentive Claim Site is hosted by Energy Solutions but payments will be made by SFPUC.

Qualifying Equipment
“Qualifying Equipment” is an e-bike that is sold to an Eligible Customer within the Program Term from a Participant. Qualifying Equipment must:

- Be a new electric bicycle as defined in Section 312.5 of the California Vehicle Code. All classes (Class 1, Class 2, and Class 3) of bicycles with fully operable pedals and an electric motor of less than or equal to 750 watts are eligible.
- Have a UL 2849 or EN 15194 certified battery and electrical components.
- Have a minimum one-year manufacturer warranty.

A list of eligible e-bikes that meet these requirements will be listed on the Program Qualified Product List (QPL). The Program reserves the right to add or remove Qualifying Equipment from Program QPLs. Program QPLs will be provided to Participants and updated on a regular basis. Assembly fees, if available, can be included in the total purchase price of the e-bike. E-bike conversion kits, scooters, and mopeds are not eligible. Accessories including bike locks, helmets, etc. are not eligible.

Incentives
“Incentive” means the payment or payments made by SFPUC to a Participant for Qualified Equipment sold according to the terms and conditions of these Program Terms. Incentive amounts for Qualified Equipment are as set forth in the QPL and may vary throughout the Program Term. At no point will an Incentive exceed the MSRP cost of the Qualifying Equipment.

Program Guide
Upon enrollment, Participants will be provided with a “Program Guide” for the Program. The Program Guide provides detailed instructions and requirements for verifying customer eligibility
through the Retailer Web Portal and submitting incentive claims through the Online Incentive Claim Site. The Program reserves the right to amend the Program Guide, in which case, such amendments will be provided to the Participant.

Program Period, Termination and Modifications
The initial term of the Program (the “Program Period”) is February 1, 2024 to April 30, 2024. The Program Period may be terminated or extended at any time by the Program Team. Participant shall be notified of any such termination or extension of the Program by the Program Team. Participant may choose to opt out of the Program at any time by sending a termination notice to the Program Team in accordance with the Notices section of the Program Terms. Upon termination, Participant will not be eligible to continue its participation in the Program and will not be entitled to any incentives following the termination date. If the Program Period is extended, these Program Terms shall continue to apply for the duration of the extended Program Period unless otherwise modified in writing by the Program Team.

Participant Suspension
At its sole discretion, the Program Team reserves the right to suspend Participant from the Program. Reasons for a suspension include but are not limited to: (i) failure to provide required sales information, (ii) submission of incorrect or inaccurate information on Incentive Claims, (iii) violation of Program policies or procedures, or (iv) material breach of the terms of these Program Terms. Participant may apply for reinstatement to the Program after ninety (90) calendar days from the date of suspension. During the suspension period, the Program Team reserves the right to disqualify from the Program all of the Participant’s Qualifying Equipment sales from the date of suspension to the date of reinstatement.

5. INCENTIVE CLAIM PROCESSING, TERMS & PAYMENT

Program Attribution
Participant shall provide point-of-sale reports including line-item accounting on invoice/sales documentation of customer rebates. All rebate line items must include location of sale, product sold including manufacturer, model number, date of sale, per unit customer rebate, and total customer rebate amount. The Program Team reserves the right to define acceptable Program attribution wording in invoice documentation.

Program Marketing
Participants may display program marketing materials provided by the Program Team at point-of-purchase locations where customers frequent. The following guidelines for program promotions shall apply during the Program Term:

- Participant may add the following language to its webpage: “A proud participant of the SFPUC Electrify My Ride Program.”
- Participants may use the words “SFPUC Electrify My Ride” in promotional materials or advertisements.
- Participants may not use SFPUC, CleanPowerSF, or Hetch Hetchy Power logos without prior written permission from the Program Team.
- Participants shall not misrepresent the nature of their role in the program. Participant shall not state or imply to customers, or anyone else, that the Participant is employed by
or working on the Program Team or SFPUC’s behalf. The Program Team is vendor neutral and does not endorse products, services or companies.

- Participant agrees to be listed on Program websites and materials as a program participant, unless they request otherwise in writing.

**Applying for a Program Incentive**

To receive the Incentives, the Program Team shall confirm customer eligibility following the process identified in the Program Guide, and Participant shall upload required information to the Online Incentive Claim Site along with a copy of the invoice or bill of sale for each sale of Qualifying Equipment (“Incentive Claim”).

The following information is required to complete an Incentive Claim:

**Qualifying Equipment Information:**

a. Manufacturer  
b. Model Number

**Coupon Information:**

a. Unique coupon number

**Sales Information:**

a. Store ID  
b. Invoice/Transaction number  
c. Date of sale  
d. Retail price  
e. Sale price (after discount)

The Participant shall be responsible for supplying accurate and complete information when submitting Incentive Claims. Insufficient information may result in rejection of the Incentive Claim.

**Receiving a Program Incentive Payment**

Participant must be a registered City Vendor. Participant is responsible for reviewing the City and County of San Francisco policies on the registration process and validating with the Program team that registration is complete by January 26, 2024. Incentive Claims will be processed for payment on a weekly basis and the Participant should anticipate up to 30 business days for receipt of invoice payment upon completion of Incentive Claim processing.

**Terms and Conditions Applicable to Incentive Claims**

The following terms and conditions shall apply to every Incentive Claim that Participant submits or is submitted on Participant’s behalf, in connection with the Program.

**Good Faith Statement**

The Participant certifies and warrants that all information on any Incentive Claim submitted by Participant or on the Participant’s behalf is submitted in good faith as true and correct in all
material respects and that all Qualifying Equipment listed in any Incentive Claim will be new and sold to an Eligible Customer. The Participant shall take all appropriate and reasonable actions to understand and meet Program requirements and avoid duplicate entries of Incentive Claims. Participant acknowledges improper duplicate entries may result from, amongst other things, the application of legacy paperwork processes, the use of improperly trained personnel, or fraud and shall take appropriate and reasonable actions to eliminate or minimize these potential sources or error.

**Funding Limitations**

The Participant acknowledges and understands that the Program has a limited budget. Incentive Claims will be accepted on a first-come, first-served basis until the Program Period has ended or until allocated funds are exhausted. First-come, first-served status will be determined by the date and time the Incentive Claim is submitted via the Online Incentive Claim Site. The Program Team, in its sole discretion, may implement a reservation system or incentive allocation or other framework to provide market confidence. The Program Team, in its sole discretion, may establish an annual end of year, end of Program Period, or other deadlines to govern submittal of Incentive Claims via the Online Incentive Claim Site. Participants shall be provided advanced notice of all Incentive Claim submittal deadlines and regular reminders to facilitate compliance.

**Double-Dipping**

Each piece of Qualifying Equipment is eligible for only one incentive or rebate payment through this Program. Incentive Claims that are deemed by Program Team to be duplicates will be subject to rejection for “double dipping”.

**OTHER TERMS**

**Warranty Disclaimer and Liability**

NEITHER SFPUC NOR ENERGY SOLUTIONS ENDORSES, GUARANTEES, OR WARRANTS ANY MANUFACTURER, PARTICIPANT OR PRODUCT, AND NEITHER SFPUC NOR ENERGY SOLUTIONS MAKES ANY WARRANTIES OR GUARANTEES IN CONNECTION WITH THE PROGRAM, ANY PROJECT, OR ANY ITEM OR SERVICES PERFORMED IN CONNECTION HEREWITH OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER SFPUC NOR ENERGY SOLUTIONS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY TO THE PARTICIPANT, ITS EMPLOYEES, ITS AGENTS OR ANY THIRD PARTIES IN CONNECTION WITH THE PROGRAM OR OTHERWISE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE PARTICIPANT’S PARTICIPATION IN THE PROGRAM. THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM AND IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM (“THIRD PARTY WARRANTIES”) ARE NOT TO BE CONSIDERED WARRANTIES OF EITHER SFPUC OR ENERGY SOLUTIONS AND NEITHER MAKES
ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE
APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.
IN NO EVENT SHALL A PARTY BE LIABLE TO ANOTHER PARTY FOR ANY
CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES INCLUDING
LOST PROFITS, ARISING FROM OR OTHERWISE IN CONNECTION WITH
PARTICIPATION IN THE PROGRAM.

Indemnity
Participant agrees to defend, indemnify and hold harmless SFPUC and its contractor Energy
Solutions (including their respective affiliates, officers, directors, employees, regional
representatives, agents, successors or assigns) (each an "Indemnified Party"), from and against
any and all claims, demands, liabilities, losses, or causes of action (including, without limitation,
court costs and reasonable attorney’s fees) (collectively, "Losses") which arise out of or are
connected with these Program Terms, the Programs or the Qualifying Equipment; provided,
however, that the foregoing indemnification obligation will not apply to the extent such Losses
are caused solely from the gross negligence of the Indemnified Party.

Confidentiality
The Program Team acknowledges the sensitive nature of certain data supplied by Participants.
Any Participant data provided by Participant to the Program Team as part of the Program may be
used for the purpose of tracking and analyzing trends in sales of Qualifying Equipment over the
course of the Program and in order to evaluate the effectiveness of the Program. The cumulative
sales information of all Participants will be used to generate an overall report, which will act as
the basis for determination of Program’s success. This report will be made available to the public
upon request. However, this report will not specify Participants by name nor contain any
personally identifying information (PII) of any Eligible Customers.

Except as provided above, Participant acknowledges and agrees that SFPUC and its contractor
Energy Solutions have no duty of confidentiality with respect to any information submitted by
Participant pursuant to its participation in the Program. Neither SFPUC nor its contractor Energy
Solutions will have any liability to Participant or any other party as result of any public
disclosure of any data or other materials submitted by Participant pursuant to the Programs.

Preservation of Records
The Participant shall preserve all records of sales of Qualifying Equipment for which an
Incentive was received under this Program for a period of five (5) years after termination of the
Program or these Program Terms, whichever is later. The Program Team’s duly authorized
representatives shall have the right to inspect and to reproduce any such accounts and records
related to the Program including without limitation, records of equipment purchases, sales, or
Incentives received. All of the Participant's financial statements, reports, records, and other
documents shall properly reflect the true facts about all activities and transactions for which the
Participant received an Incentive as a Program participant.

Tax Liability
SFPUC will report Incentives paid to Participant as income to Participant on IRS Form 1099.
Participant is advised to consult with a tax adviser, accountant, or legal counsel concerning the
taxability of Incentives. The Program Team is not responsible for any taxes that may be imposed on Participant as a result of approval or receipt of Incentives under these Programs or Participant’s participation in the Program. Participant acknowledges that at the time of purchase, sales tax must be applied prior to the application of any rebate.

Verification
The sale of Qualifying Equipment will be subject to verification. The Program Team may randomly select a portion of Incentive Claims for verification. If the Qualifying Equipment’s information found during verification differ from what is listed in the Incentive Claim, the Incentive Claim may be rejected and the Participant will have the opportunity to amend the Incentive Claim with corrected information and resubmit the Incentive Claim for reconsideration.

Anti-Harassment and Non-Discrimination
Participant shall not unlawfully discriminate, harass, or allow harassment against any employees of SFPUC or its contractor Energy Solutions. Unlawful conduct includes discrimination or harassment on the basis of sex, sexual orientation, gender and gender identity, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age (over 40), or marital status, as defined by applicable law. Participant shall ensure that the evaluation and treatment of SFPUC and Energy Solutions employees are free from such discrimination and harassment.

Notices
Any written notice, demand or request required or authorized in connection with these Program Terms shall be deemed properly given if delivered in person, sent electronically via email, and/or transported by a nationally-recognized overnight courier or first class mail, postage prepaid to the addresses specified below, or to other addresses specified in writing by the Program Team. An originally executed version of these Program Terms if delivered electronically by Participant to Program Team as evidence of signature shall, for all purposes hereof, be deemed an original.

For SFPUC:
Name: G Teeter
Title: Program Manager
Address: 525 Golden Gate Ave, 7th Floor, San Francisco, CA, 94102
Email: gteeter@sfwater.org

For Energy Solutions:
Name: Elise Mazzuca
Title: Program Manager
Address: 449 15th Street, Suite 400, Oakland, CA 94612
Email: electrifymyride@energy-solution.com

For Participant: See Section 2.
Governing Law
All matters arising out of or relating to these Program Terms, and all claims, causes of action, controversies, or matters in dispute between the parties to this agreement—whether sounding in contract, tort, statute, regulation, or otherwise, and including but not limited to those arising out of or relating to these Program Terms—shall be governed by, construed, interpreted, and enforced in accordance with the substantive and procedural laws of the state of California, including its statutes of limitations, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the state of California or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than the state of California.

Other Program Modifications
SFPUC reserves the right, in its sole discretion, to make changes to the Program at any time, including without limitation modifying Incentive amounts. The Program Team will make best efforts to provide at least ten (10) days' prior written notice of such changes to Participants. Written notice will generally be provided in email format.

6. AGREEMENT TO PROGRAM TERMS
By signing below Participant agrees to the Program Terms and represents and warrants that such agreement is executed by the Participant’s duly authorized representatives.

<table>
<thead>
<tr>
<th>Authorized Participant Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
</tr>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

Complete Page 1 in the Participant Information section and fill out the lines above with name, signature, and date.