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FY24 ELECTRIC TECHNOLOGY PROGRAM REBATE TERMS AND CONDITIONS

Instructions: To qualify, projects must be installed between May 1, 2023 and April 30, 2024, for SRP business customers. To apply, please fill and sign the last page and email the completed application to etechrebates@srpnet.com along with the required documentation: all invoices or delivery receipts showing proof of purchase and the make, model, and serial number of the equipment.

TERMS AND CONDITIONS

Important: This form is to be read, signed, and submitted by July 31, 2024, for installations of qualified equipment installed between May 1, 2023 and April 30, 2024 (Effective Period). Salt River Project (SRP) offers the SRP Business Solutions Electric Technology Rebate Program (ET Program) to provide customers with rebates to facilitate the installation of qualifying equipment or electrical infrastructure. The following terms and conditions apply to the ET Program:

1. SRP has contracted ICF Resources L.L.C. (ICF) to act as the Program Administrator and authorizes ICF to administer the ET Program including, but not limited to, the following activities: review, processing, and approval of customer applications; pre and post inspections of customer facilities and project information requests from customer; measurement and verification activities; and issuing rebate checks.
2. Funds are limited and ET Program applications are accepted on a first-come, first-served basis. Rebate levels are subject to change at any time based on funding availability. Contact SRP for the most up-to-date information on available rebates.
3. SRP allows customers to participate in multiple programs subject to an annual rebate cap, which is the maximum rebate amount a customer is eligible to be paid for the program year. For the current Effective Period, the rebate cap is \$450,000 per customer for all SRP Business Solutions programs in aggregate (but the ET Program is limited to \$50,000). A customer is defined as a holder of a single account, multiple accounts in aggregate or corporate accounts. For purposes of rebate caps, a customer who is the holder of multiple accounts or corporate accounts with a single SRP customer identification number will be considered a single customer.
4. Rebates pursuant to participation in the ET Program may result in taxable income to the Customer, even if Customer does not directly receive a payment. Customer should consult his or her own tax advisor with respect to the tax treatment of rebates provided pursuant to participation in the ET Program.
5. The SRP ET Program website describes the customer and equipment eligibility requirements, rebate information, and program participation process for customers participating in the ET Program. Customer must read and comply with the conditions outlined on this application and the current program website at savewithsrpbiz.com/etech incorporated herein by reference.
6. To be eligible for rebates through the ET Program, the participant must:
 - a. Be a current SRP non-residential electric customer.
 - b. Submit a completed ET Rebate Application and any supplemental documentation that may be requested to verify eligibility.
 - c. Purchase and install qualifying equipment at the Customer's Account Service Address listed on this application.
 - d. Abide by the program rules, eligibility requirements, and rebate levels in effect at the date of equipment installation.
 - e. Submit to the program a properly completed Form W-9 if the Customer's tax status is one of the following: Sole Proprietor / Individual; Partnership; Trust/Estate; or L.L.C. / Partnership.



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7. Customer is solely responsible for the selection of equipment or infrastructure to be installed or implemented and for the selection of a third-party service provider ("Customer Contractor") to complete the installation and implementation of any equipment or measures. SRP and ICF make no representations and provide no warranty or guaranty with respect to the design, manufacture, construction, safety, performance or effectiveness of the newly installed equipment, including but not limited to any warranties of merchantability or fitness for a particular purpose. Responsibility for delivery and workmanship related to any equipment or services the customer procures exclusively rests with the contractor or retailer selected by the customer. SRP and ICF assume no responsibility for oversight of contractor services or for any claims the Customer might have against the Customer Contractor, the manufacturer, or the retailer with regard to the energy efficiency services or measures implemented under the ET Program.
8. For the purposes of processing the Customer's Application, verifying or auditing program records or equipment installations, operation and results, or as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action, Customer hereby authorizes and acknowledges that SRP may disclose Customer's information relating to the Customer's Application (including, but not limited to, the entirety of its contents), and any other information related to the Customer's participation in the ET Program, to ICF and any other authorized third parties. SRP and ICF and any other authorized third parties shall comply with all legal requirements of the jurisdiction of the individual whose data would be disclosed before making such disclosure.
9. SRP reserves the right to inspect equipment associated with this application to verify compliance with these Program Terms. If SRP chooses to inspect equipment, SRP will contact the Customer to schedule the inspection. By signing and submitting the Rebate Application, the Customer agrees to provide SRP and its subcontractors with reasonable access to the installation site during normal business hours. Customer consents to allow SRP or ICF access for usage data via the charging network.
10. As a convenience to Customers, SRP provides a list of contractors, distributors, manufacturers, and other organizations ("Trade Allies") who may assist Customers with SRP programs. Customer acknowledges that Trade Allies are independent contractors with respect to the ET Program, and that Trade Allies are not authorized to make representations or incur obligations on behalf of SRP without prior approval. Participation in the ET Program as a Trade Ally does not constitute an endorsement by SRP, nor does it certify or guarantee the quality of work performed.
11. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to SRP. Any customer found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the ET Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
12. To the fullest extent allowed by law, SRP and ICF's total liability, regardless of the number of claims, is limited to the amount of the rebate payment approved in accordance with ET Program requirements, and SRP, ICF, and their respective governing bodies' members, officers, employees, contractors, and agents shall not be liable to Customer or any other individual or entity for any other obligations. Notwithstanding anything in these Terms and Conditions to the contrary, SRP, ICF, and their respective governing bodies' members, officers, employees, contractors, and agents shall not be liable hereunder for any type of damages, whether indirect, special, incidental, consequential, exemplary, reliance or punitive (even if advised of the possibility of such damages), including, without limitation, loss of use or loss of profits, regardless of the form of action whether in contract, indemnity, warranty, strict liability or tort, including, without limitation, negligence of any kind. Customer waives any claims it might have against SRP, ICF, and their respective governing bodies' members, officers, employees, contractors, and agents hereunder.
13. Customer shall defend, protect, indemnify, and hold harmless SRP, ICF, and their respective governing



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bodies' members, officers, employees, contractors, and agents (collectively, the "Indemnified Parties") against all claims, losses, expenses (including, but not limited to, attorneys' fees and expenses), damages, demands, judgments, causes of action, suits, costs and liability of every kind and character whatsoever ("Claims") arising out of or incident to, or related in any way to, directly or indirectly, Customer's participation in the ET Program; provided however, that Customer shall not be required to indemnify and hold harmless any Indemnified Party against claims adjudicated to have been caused by an Indemnified Party's gross negligence or willful misconduct.

- 14. These Terms and Conditions shall be exclusively governed by and interpreted in accordance with the laws of the state of Arizona without regard to conflicts of law principles. Any litigation between the parties shall be prosecuted only in the state or federal courts of the state of Arizona.
- 15. Customer, at its own expense, is responsible for meeting all requirements and complying with all local and state laws and codes concerning the ET Program, including without limitation, the installation and maintenance of eligible equipment. Customer shall, at its own expense, obtain and maintain licenses and permits needed to install eligible equipment. Failure to obtain and maintain necessary licenses and permits constitutes a material breach of Customer's obligations under these Terms and Conditions.
- 16. SRP, ICF, and their respective governing bodies' members, officers, employees, contractors, and agents shall not have any responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials of any kind in connection with Customer's facility, including without limitation, asbestos, asbestos products, PCBs, or other toxic substances. Customer shall dispose of replaced equipment in accordance with local, state, or federal codes and regulations and cannot reinstall the equipment in another location.
- 17. The terms and conditions set forth herein constitute a complete statement of the terms and conditions applicable to this promotion, and supersede all prior representations or understandings, whether written or oral. SRP shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind that is not set forth herein. SRP reserves the right to change or cancel this promotion or its terms and conditions at any time.

SIGNATURE AND CERTIFICATION

I certify that the equipment described in this rebate application has been installed at the service address indicated. I agree to the terms and conditions stated in this application.

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| SRP Service Location | Customer Name |
|-----------------------------|----------------------|

Please initial here ___ if you want the customer rebate assigned to the following Vendor/Company:

| | |
|---------------------------------------|--------------------|
| <i>Customer Name (Printed)</i> | <i>Date</i> |
|---------------------------------------|--------------------|

| | |
|----------------------------------|--------------------|
| <i>Customer Signature</i> | <i>Date</i> |
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