

<b>CUSTOMER INFORMATION</b>		
Customer:	Contact Name:	
Address:		
City:	State:	Zip:
Email:	Office Phone:	Mobile Phone:

**Program Overview**

The Fleet Electrification Management (Program), administered by CLEAResult, provides planning tools and technical assistance to eligible customers of New York State Electric & Gas Corporation (“NYSEG”) and Rochester Gas and Electric (“RGE”) (collectively, the Sponsor) to support a transition to electric vehicle fleets. The Program is offered at no cost on a first come, first-served basis to Sponsor’s electric service customers.

**Program Eligibility**

Customer confirms that it is an existing industrial, commercial, or public sector entity that receives electric distribution services from Sponsor. Customer agrees to provide fleet operations data and other information upon request. Customer also agrees to provide access to CLEAResult, Sponsor and any third-party contractor (Contractor) for the purpose of participating in the Program.

**Enrollment Instructions**

Complete this Customer Participation Agreement and submit to [ev.fleet@clearesult.com](mailto:ev.fleet@clearesult.com)

<b>CUSTOMER AGREED AND ACCEPTED</b>	
<i>I have read and understood the Customer Participation Agreement and the attached Standard Terms and Conditions for Participating Customers and certify that the information I have provided is true and correct.</i>	
Signature:	Date:
Name (printed):	Title:
<b>CLEAResult AGREED AND ACCEPTED</b>	
Signature:	Date:
Name (printed):	Title:

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 the Program funded by 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 Contractor are 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:

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/or Sponsor 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 without first obtaining written authorization. The Program may be modified or terminated without prior notice and this Agreement is subject to modifications by Sponsor.
2. **ELIGIBILITY.** Sponsor determines eligibility of Customers at its sole discretion. CLEAResult may request verification of eligibility requirements at any time during the Program period.
3. **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 and verifying the energy use associated with the Program. Customer agrees to cooperate with CLEAResult, and Sponsor, as necessary and complete data reporting and survey requirements.
4. **CONFIDENTIALITY.** CLEAResult shall keep Customer information confidential except that Sponsor shall be granted access to Customer data as needed or required by CLEAResult and 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 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 SPONSOR AND CLEAResult AGAINST ALL LOSS, DAMAGES, COSTS AND LIABILITY ARISING FROM ANY CLAIMS RELATED TO ANY ACTIONS TAKEN, SERVICE PROVIDED, PRODUCTS INSTALLED, OR RECOMMENDATIONS PROVIDED RELATED TO THE PROGRAM. 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 New York 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 venued in the Courts located in Monroe County, New York. 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.