

Exhibit G

Network Service Agreement Charging Network Provider Data Sharing Agreement Terms and Conditions

The following must be attached as an Exhibit to the Network Service Agreement.

The Level 2 EVSE supported under this Network Service Agreement is part of an Incentive Recipient project with Agreement Number _____ awarded under the Communities in Charge program funded by the California Energy Commission.

The purpose of this Exhibit is to ensure that the data delivery requirements required for Level 2 EVSE at Incentive Recipient Projects are met by an Incentive Recipient whether directly by a charging network provider and/or by the Incentive Recipient or other third party through appending this Exhibit in its entirety to the agreement entered into for an Incentive Recipient Project with the charging network provider (the "Network Service Agreement"). A charging network provider is the entity that provides the digital communication network that remotely manages the chargers ("Charging Network Provider"). Charging Network Providers may also serve as charging station operators and/or manufacture chargers. **Incentive Recipient agrees and acknowledges that the ultimate responsibility for delivery of the data required by this Exhibit rests with the Incentive Recipient. Incentive Recipient also agrees and acknowledges that the data to be delivered in this Exhibit shall continue for six (6) years following the date of commissioning of the chargers in the Incentive Project.** Capitalized terms used in this Exhibit are to be given the meanings set forth in the Incentive Recipient Agreement unless otherwise defined herein. The terms of this Exhibit G shall survive the termination of the Agreement.

Terms and Conditions

1. **CEC Enforcement:** The California Energy Commission ("CEC") shall be deemed a third party beneficiary/real party in interest in a Network Service Agreement and all data collected and reported thereunder with full rights to enforce all terms and conditions of those agreements. Failure to meet the Operational Requirements set forth in this Exhibit shall allow CEC to seek repayment of incentive funds from the Incentive Recipient of funds from the CEC.
2. **Reporting:** With respect to Level 2 charging ports, the Charging Network Provider shall:
 - a. After the charger becomes operational, prepare and submit to the CEC *Quarterly Reports on Charger and Charging Port Reliability*. This report must be submitted using the Reliability Uptime template and Reliability Downtime template in the Utilization_and_Reliability_Data_Dictionary posted on the CEC website (<https://www.energy.ca.gov/media/12649>) and is provided quarterly for six (6) years after the charging port is operational. Each report must include:
 - i. A summary of charging port downtime, including total downtime and the number and frequency of downtime events, the minimum, median, mean, and maximum duration, and the causes of downtime events. Downtime shall be determined on a per charging port basis by summing the durations of all downtime events during the reporting period. The duration of a downtime event shall be the longest of the following periods:
 - A. **For all charging ports**, the time between the earliest record that a charging port is not capable of successfully dispensing electricity or otherwise not functioning as

designed and the time it is available to deliver a charge. First record that a charger is not capable of successfully dispensing electricity or otherwise not functioning as designed includes, but is not limited to, consumer notification, internal diagnostics, or inspection, whichever is earliest.

- ii. Provide a summary of excluded downtime, including total excluded downtime and the number and frequency of excluded downtime events, the minimum, median, mean, and maximum duration, and the causes of excluded downtime events. 'Excluded Downtime' includes:
 - A. **Before Initial Installation:** Downtime before the charging port was initially installed.
 - B. **Grid Power Loss:** Downtime during which power supplied by a third-party provider is not supplied at levels required for minimum function of the charging port. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shutoffs. This does not include power generation or storage equipment installed to serve the charger(s) exclusively. Documentation from power provider detailing outage is required to claim this as excluded downtime.
 - C. **Outage for Preventative Maintenance or Upgrade:** Downtime caused by any preventative maintenance or upgrade work that takes the charging port offline. This must be scheduled at least two weeks in advance of the charger being placed in an inoperative state. The maximum downtime that can be excluded for preventative maintenance or upgrade work is 24 hours for any 12-month period.
 - D. **Vandalism or Theft:** Downtime caused by any physical damage to the charger or station committed by a third party. This may include, but is not limited to, theft of charging cables, damage to connectors from mishandling, or damage to screens. A maximum of 5 days may be claimed as excluded downtime for each vandalism or theft event. A police report or similar third-party documentation is required to claim this as excluded time.
 - E. **Natural Disasters:** Downtime caused by any disruption of the charging port due to a natural event such as a flood, earthquake, or wildfire that causes great damage. Third party documentation such as news reporting must be provided along with a narrative of the direct impacts to the charger(s) to claim this as excluded downtime.
 - F. **Communication Network Outages:** Downtime caused by loss of communication due to cellular or internet service provider system outages. A Communication Network Outage can be claimed as excluded downtime provided the chargers default to a free charge state during communication losses. A free charge state is when the charger is operational and dispenses energy free of charge to any consumer.
 - G. **Operating Hours:** provide the hours in which the charging port is in an operative state but that are outside of the identified hours of operation of the charging station.

- b. **Uptime:** Provide a summary and calculation of uptime. Each report shall include the uptime percentage of each charging port (Uptime) installed and operated as part of this Agreement for the reporting period. Charging port uptime shall be calculated as:

[Equation]

- i. U = Charging Port Uptime
- ii. T =

Q1 reporting period = 129,600 minutes, except for a leap year, which is 131,040 minutes.

Q2 reporting period = 131,040 minutes.

Q3 and Q4 reporting periods = 132,480 minutes.

iii. D = Total charging port downtime for the reporting period, in minutes.

iv. E = Total charging port excluded downtime in the reporting period, in minutes.

3. **Charger Utilization:** The charger network provider shall collect and provide to CALSTART and the CAM at CEC, at minimum, quarterly utilization data from the project for all installed Level 2 chargers in an EV Utilization Inventory template, Utilization Session template, and Utilization Interval template in the Utilization_and_Reliability_Data_Dictionary posted on the CEC website (<https://www.energy.ca.gov/media/12649>), for three (3) years after the charging ports are operational, including, but not limited to:

a. **EV Charging Port:**

- i. Charging Network Provider name
- ii. Charger site address, city, zip code
- iii. Charger make, model, and manufacturer serial number
- iv. EV service equipment charger and charging port ID
- v. Peak Power (kW)
- vi. Charging session start/end date and times
- vii. Charging session energy consumed (kW)
- viii. Plug in/un-plugged timestamp Coordinated Universal Time (UTC)
- ix. Charging interval peak demand
- x. Charging interval start/end times
- xi. Charging interval energy consumed
- xii. If a bidirectional charger, energy (kWh) discharged back to grid or facility
- xiii. Total transacted amount
- xiv. Payment method

4. **Product:** The charger network provider shall provide:

- a. Reliability Uptime template and Reliability Downtime template, provided, at a minimum, quarterly for six years after charging ports are operational.
- b. *EV Utilization Inventory template, Utilization Interval template, and Utilization Session template*, provided, at a minimum, quarterly for three years after charging ports are operational.

5. **Data Reporting:** All information set forth above shall be required to comply with CEC approved formatting, report templating and delivery methods.

The signatories below agree to comply with all of the foregoing terms and conditions of this Exhibit.

Charger Network Provider	Incentive Recipient, or their Project Partner:
By:	By:
Name of Certifying Officer:	Name of Certifying Officer:
Title:	Title:
Organization Name:	Organization Name:
Date:	Date: