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George Hoyt
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November 13, 2024

Central Records
Public Utility Commission of Texas
1701 N. Congress Avenue, 7th Floor
Austin, Texas 78711-3326

Re: Docket No. 55338 – *Proceeding to Resolve Issues in Docket No. 53719 Related to Transportation Electrification and Charging Infrastructure*

Dear Central Records:

In compliance with the Commission's final order in the above-referenced docket, issued on October 24, 2024, attached are the clean record copies of Schedule TECDA, Schedule TECI and the associated TECI Agreement to be stamped "approved" and retained in the Commission's tariff book.

Thank you for your assistance in this matter. If you have any questions, please contact the undersigned counsel.

Sincerely,

A handwritten signature in black ink, appearing to read 'George Hoyt', written over a horizontal line.

George Hoyt

Enclosure

cc: All Parties of Record

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE TECDA

Sheet No.: 160
Effective Date: 10-30-24
Revision: 0
Supersedes: New Schedule
Schedule Consists of: One Sheet

TRANSPORTATION ELECTRIFICATION AND CHARGING DEMAND ADJUSTMENT RIDER

I. APPLICABILITY

This rider is available to a qualifying non-residential Customer taking service under the General Service ("GS") Rate Schedule solely for the purpose of supplying a new, separately-metered electric vehicle charging installation that becomes operational after the rider's effective date. The Customer's charging installation must be for commercial or general use consistent with the nature of the Customer's premises.

The availability of this rider shall be on a first-come, first-serve basis and will be limited to the first 30,000 kilowatts ("kW") of electric vehicle charging load to become operational after the rider's effective date. To qualify for the rider, a separately-metered Customer account shall have electric vehicle charging load less than or equal to 1,500 kW.

II. NET MONTHLY BILL

All provisions of Rate Schedule GS shall apply except the Billing Demand will be determined as described herein.

III. BILLING DEMAND

In the event the Billing Demand for a given billing period results in less than a 15 percent load factor based on that billing period's energy consumption, the Billing Demand will be adjusted to result in a 15 percent load factor subject to the other minimum Billing Demand provisions of the GS Rate Schedule.

The monthly Billing Demand shall not be less than 5 kW.

IV. CONTRACT REQUIREMENT

The Customer is required to enter into an Agreement for Electric Service ("Agreement") covering service to the new separately metered electric vehicle charging installation. Such Agreement shall specify that the Customer shall be billed under the terms of the GS Rate Schedule subject to the provisions of this rider and that Customer's term of service under this rider shall be for a period of not more than five years.

ENTERGY TEXAS, INC.
Electric Service**SCHEDULE TECI**Sheet No.: 157
Effective Date: 10-30-24
Revision No.: 0
Supersedes: New Schedule
Schedule Consists of: Two Sheets

TRANSPORTATION ELECTRIFICATION AND CHARGING INFRASTRUCTURE RIDER

I. AVAILABILITY

This Transportation Electrification and Charging Infrastructure ("TECI") Rider is available to Entergy Texas, Inc. ("ETI" or the "Company") customers taking metered service under the Company's non-residential rate schedules. With respect to electric vehicle charging stations, the TECI Rider is restricted to "public electric vehicle charging stations," as defined in Tex. Util. Code § 42.0102(7).

II. APPLICATION

Prior to the Company installing Transportation Electrification ("TE") charging infrastructure at the Customer's premises, the Customer will enter into an Agreement with the Company and agree to pay to the Company (i) a net monthly charge based on the investment by the Company in such TE and charging infrastructure and other modifications to Company's facilities, subject to adjustment, and the monthly percentages below, as appropriate, and (ii) an agreed-upon fixed amount to cover operation and maintenance ("O&M") expenses based on the Customer's desired level of warranty, insurance, remote monitoring, access, and network services. The agreed-upon fixed amount to cover operations and maintenance (O&M) expenses shall be no less than the amount charged to ETI by the O&M vendor. ETI shall ensure that the entirety of any O&M expenses are covered by the Customer. Any subsequent capital additions, replacements, or modifications of TE and charging infrastructure will be treated as described below.

At the execution of the Agreement, the Customer will have a one-time election for the Selected Recovery Term which specifies the applicable monthly rate to recover the Company's investment. The Selected Recovery Term cannot be more than 10 years. The table below specifies the monthly percentages for application during the Selected Recovery Term. Applicable percentages will apply to the installed cost of all TE and charging infrastructure and other modifications to Company's facilities included in the Agreement during the Selected Recovery Term. Following the Selected Recovery Term, the agreed-upon monthly fixed amount to cover O&M expenses included in the Agreement will apply thereafter for operations, maintenance, and other on-going expenses.

For the TE and charging infrastructure covered by the Agreement, subsequent modifications, additions, or replacement of TE and charging infrastructure not already covered in the fixed amount to cover O&M expenses shall be subject to a new Agreement covering the installed cost of such modified, added, or replaced infrastructure.

Subsequent replacement of a component shall be subject to a new Agreement covering the installed cost of such item. If the replacement occurs prior to the end of the Selected Recovery Term for the replaced infrastructure, the replacement installed cost shall be reduced by the salvage value of the replaced TE charging infrastructure, if any.

<u>Selected Recovery Term (Years)</u>	<u>Monthly % Selected Recovery Term</u>
1	10.144%
2	5.286%
3	3.672%
4	2.867%
5	2.386%
6	2.068%
7	1.842%
8	1.674%
9	1.545%
10	1.442%

III. NET MONTHLY BILL

The Net Monthly Bill associated with the TECI Rider will be calculated based on the total installed cost of TE and charging infrastructure less applicable adjustment for (1) utilization of any available government tax or other form of incentives and (2) additional revenues (through the receipt of Contract Revenues from the Customer) projected to be received by the Company as defined in Section V. below. The Net Monthly Bill shall also include the agreed-upon fixed amount for O&M expenses.

Additionally, the Customer shall be billed and agrees to pay in accordance with the applicable rate schedules under which electric service is provided.

IV. CONTRACT PERIOD

The initial contract period of any Agreement for TE and charging infrastructure provided hereunder shall be for ten (10) years regardless of the length of the Selected Recovery Term and shall be automatically extended thereafter for successive periods of one (1) year each until terminated by written notice given by one party to the other not more than six (6) months nor less than three (3) months prior to the expiration of the initial contract period or any anniversary thereof.

V. OTHER PROVISIONS

Customers installing TE and charging infrastructure through the TECI Rider will not be required to reimburse the Company for the total installed cost of such TE and charging infrastructure, including for the installation of underground infrastructure, as determined by the Company in its sole discretion, for new TE and charging infrastructure load or incremental load for additional TE charging infrastructure, when projected Contract Revenues for the first four years of the contract term (if a contract is required), or projected Revenues for the first four years after electric service to the TE and charging infrastructure is expected to commence (if no contract is required) is equal to or exceeds the Company's projected investment to construct and install the TE and charging infrastructure and any related infrastructure necessary to serve the TE and charging infrastructure new load.

Projected Contract Revenues shall be determined by Company in its sole discretion and shall include projected annual non-fuel firm rate schedule revenues, plus base rate cost recovery mechanisms, but shall not include existing and future non-base rate cost recovery mechanisms applicable to the firm rate schedules under which the Customer receives electric service.

The Company shall determine in its sole discretion the applicability of projected Contract Revenues to the TE and charging infrastructure.

SECTION III RATE SCHEDULES

Page 58.3

ENTERGY TEXAS, INC.
Electric Service

Sheet No.: 158
Effective Date: 10-30-24
Revision No.: 0
Supersedes: New Schedule
Schedule Consists of: Two Sheets

SCHEDULE TECI (Cont.)

TRANSPORTATION ELECTRIFICATION AND CHARGING INFRASTRUCTURE RIDER

The Company further retains the right to require an agreement with a minimum monthly charge from the Customer to secure projected Contract Revenues or to require financial security to secure any investment projected to be received by the Company. Projected Contract Revenues to be applied as an adjustment to the Net Monthly Bill, as described above, shall be limited to those paid to the Company in the first four years following the installation of the TE and charging infrastructure and commencement of taking electric service, such date to be determined by the Company.

VI. PAYMENT

The past due amount for service furnished for which payment is not made within sixteen (16) days of the billing date shall be the monthly bill, including all adjustments under the rate schedule and applicable riders, plus 5%. The 5% penalty on delinquent bills shall not be applied to any balance to which the penalty has already been applied. If the amount due when rendered is paid prior to such date, the monthly bill shall apply. If providing service to the State of Texas or to municipalities or other political subdivisions of this state, Company shall not assess a fee, penalty, interest or other charge to these entities for delinquent payment of a bill.

ENTERGY TEXAS, INC.
Electric Service

AGREEMENT FOR TRANSPORTATION ELECTRIFICATION AND CHARGING INFRASTRUTURE

Sheet No.: 38
Effective Date: 10-30-24
Revision: 0
Supersedes: New Schedule
Schedule Consists of: Four Sheets and
Exhibits A, B and C

TECI AGREEMENT

Transportation Electrification and Charging Infrastructure Agreement

between Entergy Texas, Inc. and

(Non-Residential Customers Only)

Entergy Texas, Inc. ("Company"), a Texas corporation and _____ ("Customer"), a _____, enter into this Transportation Electrification and Charging Infrastructure ("TECI") Agreement ("Agreement") as of _____ (the "Effective Date"). (Company and Customer hereinafter referred to collectively as the "Parties", and each a "Party").

WHEREAS, the Company currently provides electric service to Customer in accordance with the terms and conditions set forth in Company's Agreement for Electric Service ("Service Agreement"), including applicable rate schedules; and

WHEREAS, Company has agreed to provide and install and (at the level designated herein) to operate and maintain additional facilities for the purpose of charging electric vehicles on Customer's premises, all as more fully described below; and

WHEREAS, Customer agrees to pay all charges for such additional facilities and related services contemplated in this Agreement pursuant to Company's TECI Rider ("TECI Rider").

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the Parties agree as follows:

PART 1 DESCRIPTION OF CHARGING STATION INFRASTRUCTURE

1.1 TECI Facilities. The “TECI Facilities” are described in Exhibit A (Equipment, Software, and Maintenance Options) and may include one or more EV Charging Stations to be installed at the “Premises” identified in Exhibit B (Servitude). The TECI Facilities may include the EV Charging Station(s) and all electrical equipment, meters, hardware, software, and supporting equipment and structures installed by Company’s designated vendor(s) and/or service provider(s) (“Contractors”) such as electric distribution cabinets and equipment, breaker, side arm disconnect, electrical grounding rod, software, J-bolts, underground/above ground conduits, wire, and meter can (“Electrical Components”), rack, concrete pads, fence post, and protective bollards, as required to establish an electric service connection to the EV Charging Station(s) from the existing electric meter (in the case of behind-the-meter (“BTM”) installations) or from Company’s distribution grid (in the case of in-front-of-meter (“IFOM”) installations). For clarity, any existing electrical components that are to be utilized in the installation process do not constitute Electrical Components for the purposes of this Agreement. Any modifications, replacements, and/or additions to the TECI Facilities covered by this Agreement will be the subject of a new agreement covering the installed costs of such infrastructure, per the TECI Rider.

1.2 Type of Installation. Exhibit A stipulates one of the following installation options based on the requested location of the Charging Station(s) on the Premises:

- (I) BTM installation – Company may install the TECI Facilities on an existing pad site where the Customer previously installed electric vehicle charging equipment (an “Existing Pad Site”) or, alternatively, construct a new pad site. Notwithstanding whether there is an Existing Pad Site, BTM installation will require installation of the necessary Electrical Components behind an existing electric meter, utilizing the existing electrical service panel, all in compliance with Customer Installation Standards set forth in the Service Agreement and other applicable construction specifications; or
- (II) IFOM installation - Company to install new Electrical Components, and a new account in Customer's name will be set up dedicated specifically to providing electric service to the TECI Facilities.

PART 2 OWNERSHIP OF EQUIPMENT

2.1 Notwithstanding the type of installation, Company owns all TECI Facilities installed by Company or its Contractors except Electrical Components installed or paid for by the Customer.

2.2 Title to all TECI Facilities which Company owns under the terms of this Agreement shall remain in the Company, and Customer acknowledges and agrees that this Agreement confers no ownership rights or interest to Customer in the TECI Facilities owned by Company.

PART 3 SERVITUDE; CUSTOMER COVENANTS

3.1 Customer represents and warrants that:

- ☐ it is the sole owner of the property described or depicted in Exhibit A as the “Premises”; or
- ☐ there are multiple property owners of record of the Premises, and Customer has been designated as the exclusive agent of all such property owners with authority to enter into this Agreement and to execute the Servitude (as defined below) on behalf of all of them.

3.2 Customer executed the right-of-way in Exhibit B (the “ROW”) granting Company the exclusive right to erect, locate, install and operate the TECI Facilities on that portion of the Premises identified in Exhibit B as the “TECI Area”. At Company's election, Company may record the ROW or a memorandum in the real property records. As stated therein, Customer shall not permit any levy, lien, or other legal process to be attached to the TECI Facilities and shall immediately notify Company if any of the foregoing shall occur.

3.3 Customer acknowledges that Company will make substantial expenditures to install the TECI Facilities in reliance on the terms of this Agreement.

PART 4 TERM; DISPOSAL OF TECI FACILITIES; FEES; INCENTIVES

4.1 Term. The initial term (“Initial Term”) of this Agreement will commence on the Effective Date and will continue for ten years after the TECI Facilities are placed into service (“TECI Service Commencement Date”). The TECI Service Commencement Date will be designated on Exhibit C (TECI Testing and Commissioning). The Agreement shall automatically extend thereafter for successive periods of one year each until terminated by written notice given by one Party to the other not more than six months nor less than three months prior to the expiration of the Initial Term or any anniversary thereof unless otherwise terminated under the terms of this Agreement.

4.2 Disposal of TECI Facilities. Upon expiration or earlier termination of the Agreement, Company shall have the right, at its sole option and discretion, to either remove or abandon in place all such TECI Facilities. In the event Company notifies Customer that it has elected to abandon in place such TECI Facilities, title to such TECI Facilities shall automatically vest in Customer, without further action on the part of Company, and Company shall have no further obligations or liabilities in connection therewith. Upon request by Customer and at Customer's expense, and subject to Customer paying any outstanding Fees and any amounts due pursuant to Sections 5.1 or 5.2, Company will provide a duly executed bill of sale with respect to the TECI Facilities and/or a quitclaim deed evidencing the surrender of Company's right of way with respect to the land on which the TECI Facilities are located.

4.3 Fees. Customer agrees to pay the following fees ("Fees"):

- A. **Infrastructure Charge.** Customer will pay a net monthly TECI Rider payment for the recovery term of _____ years (between 1 year and 10 years) of _____ (calculated in accordance with the TECI Rider) to compensate Company for the cost of procurement, construction, and installation of the TECI Facilities ("Infrastructure Charge"). This charge will be paid on a monthly basis for the duration of the Initial Term, starting from the TECI Service Commencement Date.
- B. **O&M Charge.** Customer will pay a monthly charge of _____ to compensate Company for the annual cost of operating and maintaining the TECI Facilities based on the type and level of service requested by Customer ("O&M Charge"). The O&M Charge will be subject to adjustment following the Initial Term. The O&M Charge does not include nor is it intended to reflect any increased electricity consumption associated with Customer's use of TECI Facilities. Such increased electricity consumption will be billed in accordance with Company's applicable rate schedules and riders applied to Customer's current electric service for a BTM installation or new electric service for an IFOM installation.
- C. **Monthly Billing.** The Infrastructure Charge and the O&M Charge are in addition to Company's standard charges for electric service. The Infrastructure Charge and the O&M Charge will be included as a separate line item in Customer's monthly utility bill. Pursuant to TECI Rider Section V., the minimum monthly charge under the Customer's base rate revenue schedule (e.g., Schedule GS) for the first four years of the contract period is _____ (plus amounts owed under the fixed fuel factor, other riders, and applicable taxes).

4.4 Available Incentives. Certain incentives, tax credits, and/or rebates may be available for the TECI Facilities ("Incentives"), and Company may, in its sole discretion, claim those Incentives. Customer shall not claim any Incentives without Company's prior written approval.

PART 5 TERMINATION

5.1 Termination by Company. Company may terminate this Agreement due to Customer's breach of this Agreement or the Service Agreement. Should Company terminate this Agreement before the end of the Initial Term pursuant to the provisions in this Section 5.1, then Customer shall pay Company a lump sum equal to the remaining unpaid Fees calculated through the end of the Initial Term. Customer will be liable for all court costs, attorney's fees, and other costs associated with the collection of all amounts owed under the terms of this Agreement.

5.2 Termination by Customer. Should Customer terminate this Agreement prior to TECI Service Commencement Date, Customer shall pay Company for all costs incurred by Company in preparing to install the TECI Facilities up to that point, including Contractor fees, non-refundable equipment costs, restocking fees, shipping costs, design, surveying and planning costs, and permit-related costs. Should Customer terminate this Agreement after the TECI Service Commencement Date, but prior to the end of its Initial Term, then in addition to all other rights of recovery allowed herein or in accordance with applicable law, Customer shall pay Company a lump sum equal to the remaining unpaid Fees calculated through the end of the Initial Term. Customer will be liable for all court costs, attorney's fees, and other costs associated with the collection of all amounts owed under the terms of this Agreement.

PART 6 CONSTRUCTION AND OPERATION OF TECI FACILITIES

6.1 Project Contingencies. Installation of the TECI Facilities is conditioned on satisfaction of the following contingencies:

- A. Execution and delivery of all necessary documentation to give effect to the ROW, as described in Section 3.
- B. Remediation to Company's satisfaction of any hazardous materials, contamination or other environmental conditions at the Premises that affect the TECI Facilities. The cost of such remediation is not included in the Fees.
- C. Company will provide a best estimate of the Infrastructure Charge prior to executing this Agreement; however, the Infrastructure Charge may change following detailed site assessments and confirmation of project design. Consequently, the Infrastructure Charge will not be fixed and final until execution of the Agreement.

6.2 Procurement and Installation. Company will provide all labor, equipment, and materials necessary to install the TECI Facilities. Company will obtain any necessary permits required to prepare the TECI Area and install and operate the Charging Station(s), as requested. With Customer's prior consent, Company may paint, place, erect, or project signs, marks, or advertising devices on or about the TECI Area or elsewhere on the Premises, including signage on or around the Charging Station(s) designating the area "EV Charge Parking Only."

6.3 Monitor and Maintain. Company will monitor and maintain the TECI Facilities in accordance with Customer's selections indicated on Exhibit A. Customer will pay the amount designated in Section 4.3 above and any electric usage charges that Customer is obligated to pay Company for Company's non-residential rates, tariffs, and agreements. Customer agrees to provide Company, its Contractors, and/or service partners with access to the TECI Facilities as reasonably required.

6.4 Charging Station Use. The Charging Station(s) may be made available to the general public or select users ("Users"), in Customer's sole discretion. Users may be required to accept certain terms of use imposed by third-party product suppliers. Customer, in its sole discretion, will determine the applicable fees for any and all Users and the method of payment to Customer for such usage. Customer is responsible for collection of all applicable sales tax associated with such usage. Company will not collect any fee from User(s).

6.5 Duties of Care.

6.6 Company shall maintain Charging Station(s) in good working condition ordinary wear and tear excepted. Company does not guarantee uninterrupted or continual operation of the Charging Station(s) and, in its sole discretion, may interrupt operation when necessary whether by suspending service and/or removing equipment that, in Company's sole discretion, poses a risk to the public.

6.7 Customer agrees, at its own expense and at all times during the Initial Term, to keep public areas, parking spaces, streets and sidewalks appurtenant to the TECI Area reasonably free of debris and rubbish and in good repair and condition. Customer shall notify Company immediately if Customer becomes aware that the TECI Facilities have become unsafe or are damaged or inoperable. Customer shall immediately report all claims and/or incidents associated with the TECI Facilities to Company. If there are operational or maintenance issues with a Charging Station, Customer will not undertake any of repair to Company-owned TECI Facilities; instead, Customer will promptly contact Company's representative identified in this Section so that Company can perform the necessary repairs. Customer will be responsible for repair and maintenance of existing electrical components installed or paid for by the Customer as well as any existing pad site. Customer shall not move (or remove) the Charging Station(s) from their installed location(s).

Company's Representative:

Name: _____

Address: _____

Email and Phone: _____

6.8 Software License and Internet Access. All Charging Station hardware and software are provided by third-party suppliers. Company will procure, deploy, and provision the software (or cloud-based software service) and any software management and support services on Customer's behalf. Customer will be required to enter into a direct license/service agreement with the third-party licensor (the "Software License"). Customer will be responsible for provisioning internet connectivity to the TECI

Facilities, if required. Customer's use of the software and related services will be governed by the terms of the Software License in addition to the terms of this Agreement.

6.9 Charging Station Usage Data. Company shall have the right to view, copy, and analyze anonymized Charging Station usage data and usage reports for Company's own purposes and to perform tasks such as provisioning, configuration, troubleshooting, validating installation of the Charging Station(s), and energy management for the Term of the Agreement. Customer hereby authorizes Company to request and obtain such anonymized reports directly from the third-party provider(s) of TECI support services. For the avoidance of doubt, Company shall have no liability or responsibility for data breaches or other misuse of TECI usage data, including data relating to end-user transactions. Customer will contract directly with a third-party for data transfer and any claim related to breach of data security or misuse of data will be between Customer and the third-party, not Company.

PART 7 PUBLICITY

7.1 Publicity. Customer may not use Company's name, service mark, design, or any Company intellectual property. No publication or promotional material may claim or imply that Company endorses Customer's business, brand, products, environmental attributes, or Customer generally. Customer agrees that it will not place Company's logo, trademark, service mark, or advertising device on any portion of the Charging Station(s) or in the TECI Area. Customer has the right to advise mapping services, vehicle navigation system manufacturers, and/or smart phone application developers of the existence of the Charging Station(s) at the TECI Area. To promote and inform the public about the Charging Station(s), Customer may disclose to the public information about the location of the Charging Station(s) and its status and may use the business name (or project or shopping center name as designated by Customer) and address of the TECI Area in promotional materials, websites, and maps. With Customer's prior written consent, Company may use Customer's logo, trademark, or service mark in promotional materials, websites, or maps.

PART 8 INSURANCE

8.1 Insurance. Customer shall provide and maintain, at its own expense, insurance coverages in forms and amounts that Customer believes will adequately protect it but in no case less than:

- A. Commercial General Liability Insurance, including Contractual Liability Coverage covering liability assumed under this Agreement, Products Liability Coverage, Completed Operations Coverage to remain in effect for three years following the expiration or termination of this Agreement, Broad Form Property Liability Coverage, Personal Injury Coverage, and Explosion, Collapse and Underground Hazards Coverage, with a combined single limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- B. Excess or Umbrella Liability Coverage following the form of coverages required in Subsection 8.1(A) with limits of liability, when combined with such primary coverage limits, equal to \$2,000,000 per occurrence.
- C. Such other insurance as may be deemed necessary or desirable by the Company.

8.2 Customer's insurance policies required by Subsections 8.1(A) and (B) above, shall include Company and Company's affiliates as additional insureds with respect to Customer's performance under and liability arising from this Agreement. All of Customer's policies shall be endorsed to waive subrogation against Company and its affiliates for personal injury, including death, and property damage. All of Customer's policies of insurance shall be primary insurance and noncontributing with any other insurance maintained by Company and its affiliates. Customer shall endeavor to provide Company notice of policy cancellation or material change in accordance with the policy provisions. Policies are to be written by insurers that carry A.M. Best Rating of AVII or better. Customer shall provide Company with Certificates of Insurance issued to Company and its affiliates evidencing coverage currently in effect upon execution of this Agreement and annually thereafter pursuant to the requirements of this Part 8.

8.3 The minimum insurance requirements set forth above shall not vary, limit, or waive Customer's legal or contractual responsibilities or liabilities to any party. It is agreed that Customer's insurance shall apply to Customer's indemnity and defense obligations under this Agreement. If it is judicially or statutorily determined that the insurance required hereunder exceeds the monetary limits permitted under applicable law, the parties agree that said insurance requirements shall automatically be amended to conform to the maximum monetary limits permitted under such law.

8.4 In the event that the indemnities provided for in this Agreement are judicially or statutorily determined to be invalid, impermissible, or exceed permissible amounts, such indemnities shall automatically be deemed to be amended to conform to applicable law; provided, however, that Company and its affiliates shall continue to be covered by such insurance policy(ies) as additional insureds to the extent of Customer's indemnification responsibilities set forth in this Agreement, with such insurance to be primary as to all other policies (including any deductibles or self-insurance retentions) of Company and its affiliates that may provide coverage. Customer and its insurer(s) waive all rights of subrogation and contribution against Company and its affiliates to the extent that liabilities are assumed by Customer.

8.5 Casualty. If all or any portion of the TECI Facilities are damaged or destroyed by fire or other casualty which reasonably materially and adversely affects their operation (a "Casualty"), then Company may at its election either (i) repair the affected TECI Facilities, in which case Customer shall continue to pay the Fees set forth in this Agreement, (ii) or replace the affected TECI Facilities, in which case Customer would execute a new agreement covering the new equipment, or (iii) terminate this Agreement by giving at least 10 days' written notice.

PART 9 PRODUCT WARRANTIES; INDEMNIFICATION; LIMITATION OF LIABILITY

9.1 Product Warranties. All Charging Station hardware and software are provided by third-party suppliers. Company will pass through to Customer the benefit of any and all warranties offered to customers by the product suppliers ("Supplier Warranties"). Customer acknowledges and agrees that (i) Customer is solely responsible for selecting products that satisfy Customer's operational requirements; and (ii) Company does not provide any warranties with respect to the TECI Facilities in addition to those offered by the product suppliers and disclaims any liability with respect to defects in the materials or workmanship of the products supplied by such third-party suppliers.

9.2 Customer's Liability to the Company and Indemnification. Customer shall be responsible to the Company for any loss or damage to the Company's property: (a) resulting from abuse of the TECI Facilities, or (b) caused by Customer, Customer's agents and assigns, Users, or any third-party within the control of the Customer. Customer shall indemnify, defend and hold Company harmless from any and all liabilities, claims, demands, administrative proceedings, orders, judgments, assessments, fines, penalties, costs and lawsuits, of whatever nature (collectively, "Liabilities") that may be imposed on, incurred by, or asserted against the Company, its affiliates, and their contractors and each of their agents, officers, directors, shareholders, control persons, employees, agents, successors, assigns, and representatives (the "Indemnitees") or any of them by any third-party or parties (including, without limitation, a governmental entity), caused by, arising from, relating to or in connection with, in whole or in part, directly or indirectly: (i) the negligent, willful or intentional acts or omissions of Customer, its agents, contractors, subcontractors or employees or Users during the Initial Term of this Agreement and any extensions thereof; (ii) misuse of the TECI Facilities by any User; (iii) breach of any of the representations, warranties, covenants or the terms of this Agreement, except to the extent any of the Liabilities are caused by the gross negligence of the Indemnitees; (iv) misuse of software or any breach of the terms of the Software License by any person other than Company; or (v) any unauthorized use, disclosure or loss of User information including personal information.

9.3 Limitation of Liability. Except for Customer's indemnification obligations and obligation to pay the Fees, neither party shall be liable to the other party for any special, incidental, consequential, punitive, or indirect damages or loss of profit or business interruption damages whatsoever. IN ADDITION, UNDER NO CIRCUMSTANCES WILL COMPANY'S TOTAL AGGREGATE LIABILITY FOR DAMAGES ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT IN THE 24 MONTH PERIOD PRECEDING THE DATE ON WHICH THE LAST SUCH CLAIM FOR DAMAGES AROSE. For the purposes of the preceding sentence, the date on which a claim for damages arises shall be the date on which the limitation period for such claim begins to run.

PART 10 NOTICES

10.1 Any notice given by either Party to the other pursuant to this Agreement, shall be in writing and be deemed validly given if delivered in person, delivered by private, prepaid courier, sent by facsimile with confirmation, sent by email to named contacts for the other Party with email confirmation of receipt, or deposited in the mail properly stamped with the required postage and addressed to the last-known office address of the respective addressee. Either Party hereto shall have the right to change any address or addressee it may have given to the other Party by giving such other Party due notice in writing of such a change. Until so changed, notices shall be given to the addressees at the addresses set forth below.

Customer:	Company:
Name: _____	Entergy Texas, Inc
Address: _____	_____
_____	_____
_____	_____
ATTN: _____	_____

PART 11 MISCELLANEOUS

11.1 Relationship of the Parties; Force Majeure. The Parties are independent contractors in performance of this Agreement. This Agreement: (i) creates no joint venture, partnership, fiduciary, or agency relationship for any purpose beyond that contemplated by the Agreement in conformance with the TECI Rider; (ii) confers no right or remedy on any person other than the Parties and their respective successors or permitted assigns; and (iii) creates no contractual relationship with, or cause of action for, any third-party. Neither Party is responsible for delay or failure in performance (except with respect to the obligation to pay amounts otherwise due and owing) to the extent the delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, pandemic, change in the law, act or omission of carriers, or other similar cause beyond the Party's control.

11.2 Governing Law. Texas law governs all matters, including torts, relating to this Agreement, without regard to choice of law principles. The Parties will resolve a claim or dispute under this Agreement in a state or federal court sitting in Montgomery County, Texas; each consents to exclusive jurisdiction and venue in these courts. This Agreement and its exhibits comprise the Parties' final and exclusive expression of their rights and obligations regarding the TECI Facilities and supersede any prior oral or written representation, promise, or agreement. Captions are for convenience only and do not affect interpretation; "include" means "include, but are not limited to"; "or" means "either or both"; and defined terms are singular or plural as context requires. Provisions that logically should apply beyond Agreement expiration or termination will survive expiration or termination.

11.3 Modification; Waiver; Assignment; Severability. No amendment or modification of this Agreement is effective unless made in a writing signed by both Parties. Each Party agrees to execute documents or perform acts reasonably necessary to perform each provision of this Agreement. Failure of a Party to insist on strict performance of any provision does not waive the right to require future performance; a waiver in one instance is not a waiver regarding a later obligation or breach. This Agreement binds and benefits the Parties and their respective heirs, successors, assigns, including successor Premises owners. If there is an assignment or change in control of all, or substantially all, of a Party's operations or assets, the Party must provide prompt written notice and the Parties will cooperate

to ensure that the Agreement binds the successor. If a court rules a provision unenforceable to any extent, the rest of that provision and all others remain effective; the Parties will negotiate in good faith to replace the provision. If a court finds a provision unreasonably broad in time or scope, the Parties desire that the court reduce it to the maximum allowable parameter, instead of holding it totally unenforceable.

11.4 Any capitalized term not specifically defined herein has the meaning ascribed to it in the Service Regulations.

Each Party agrees to all terms and conditions of this Agreement, as of the Effective Date. This Agreement may be executed in any number of counterparts. The Parties may exchange counterparts by facsimile transmission or as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; a facsimile or scanned signature is an original signature for all purposes.

ENTERGY TEXAS, INC.

By: _____

Name: _____

Title: _____

CUSTOMER

By: _____

Name: _____

Title: _____

EXHIBIT A - EQUIPMENT, SOFTWARE, AND MAINTENANCE OPTIONS

EXHIBIT B – RIGHT OF WAY

STATE OF TEXAS

_____ COUNTY

RIGHT-OF-WAY INSTRUMENT
ENTERGY TEXAS, INC.

KNOW ALL MEN BY THESE PRESENTS THAT, _____, a _____, hereinafter called Grantor, whether one or more, for and in consideration of Ten and 00/100 (\$10.00) Dollars in hand paid by ENTERGY TEXAS, INC. the receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto the said ENTERGY TEXAS, INC., hereinafter called Grantee, a limited liability company duly organized and existing under the laws of the State of Texas, the EXCLUSIVE RIGHT, PRIVILEGE, SERVITUDE AND RIGHT-OF-WAY to enter upon and to install, maintain, operate, inspect, patrol, repair, and remove ____ electric vehicle charging station(s) and all associated equipment, including but not limited to a concrete pad, electrical interconnection facilities, and any bollards or fencing deemed necessary by Grantee ("TECI Facilities"), said TECI Facilities to be erected simultaneously or at different future times, with the right to replace structures or fixtures composed of one type of material or materials with structures or fixtures of any other type of material or materials at any time and from time to time without further payment, upon, over, under and across that parcel of land owned by Grantor, said servitude being _____ FEET BY _____ FEET for the natural gas generator(s) and associated equipment and being _____ FEET IN WIDTH associated with the electrical interconnection facilities (____ feet on each side of the installed electrical interconnection facilities with the installed electric interconnection facilities being the centerline of the ____-foot wide portion of the servitude) ("TECI Area") as depicted on the attached Exhibit B-1 ("Right of Way").

Grantor agrees that it shall not erect, locate, or permit the erection or placement of any building, structures, overhangs, trees, shrubs, or object of any type outside of said TECI Area, whether on a temporary or permanent basis, that will interfere with Grantee's access, operations, or the rights granted to Grantee hereunder or that violate any clearance, safety or operational requirements, guidelines or specifications as set forth in the National Electrical Safety Code, applicable operating guidelines associated with the TECI Facilities, and all other applicable laws, regulations, building codes, zoning ordinances, or other ordinances or requirements. Grantor shall not change the elevation of the land within said Right of Way where such elevation change causes a violation in any clearance, safety, or operational requirements set forth in the National Electrical Safety Code Requirements, applicable operating guidelines associated with the TECI Facilities, or any other applicable laws, regulations, building codes, zoning ordinances, or other ordinances or requirements, or limits ingress/egress to, from and along the land covered by the Right of Way. Grantee shall have ingress and egress at any time to, from and along the land covered by Right of Way or Grantor's adjoining land.

TO HAVE AND TO HOLD the above granted rights and easements, together with all and singular, the privileges and appurtenances thereto in anywise belonging unto said ENTERGY TEXAS, INC., its successors and assigns, and Grantor does hereby bind himself, his heirs, executors, administrators, successors and assigns, to warrant and defend all and singular the above granted rights, easements, privileges and appurtenances unto ENTERGY TEXAS, INC., its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby covenants with and represents and warrants to said ENTERGY TEXAS, INC., that Grantor has good and marketable title to said land, and has the unqualified right to grant the privileges herein contained.

Grantor shall not permit any levy, lien or other legal process to be attached to the TECI Facilities. Title to all TECI Facilities which Grantee owns under the terms of this Right-of-Way shall remain in the Grantee, and Grantor acknowledges and agrees that this Right-of-Way confers no ownership rights or interest to Grantor in the TECI Facilities owned by Grantee. Upon expiration or earlier termination of this Right-of-Way, Grantee shall have the right, at its sole option and discretion, to either remove or abandon in place all such TECI Facilities. In the event Grantee notifies Grantor that it has elected to abandon in place such TECI Facilities, title to such TECI Facilities shall automatically vest in Grantor, without further action on the part of Grantee, and Grantee shall have no further obligations or liabilities in connection therewith.

ALL THE AGREEMENTS and stipulations herein contained, and all of the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this ____ day of _____, 20____.

WITNESSES:

GRANTOR:

Print Name _____ x
BY:

Print Name _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY/PARISH OF _____

BEFORE ME, the undersigned notary, personally came and appeared (WITNESS) _____, who being first sworn, did depose and say that he/she signed the foregoing instrument as a witness in the presence of Grantor, and another subscribing witness, all of whom signed in my presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

Appearing Witness Signature

Sworn to and subscribed before me this ____ day of _____, 20__

_____, Notary Public ID# _____
Print or Type

Grantee's Permanent Mailing Address: _____

EXHIBIT C - TECI TESTING AND COMMISSIONING