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DOCKET NO. 55338

PROCEEDING TO RESOLVE ISSUES	§	PUBLIC UTILITY COMMISSION
IN DOCKET NO. 53719 RELATED TO	§	
TRANSPORTATION	§	
ELECTRIFICATION AND	§	
CHARGING INFRASTRUCTURE	§	OF TEXAS

SUPPLEMENTAL DIRECT TESTIMONY

AND EXHIBITS

OF

SAMANTHA F. HILL

ON BEHALF OF

ENTERGY TEXAS, INC.

SEPTEMBER 2023

ENTERGY TEXAS, INC.
SUPPLEMENTAL DIRECT TESTIMONY OF SAMANTHA F. HILL
DOCKET NO. 55338

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EXHIBITS

- Exhibit SFH-S-1 Revised Transportation Electrification and Charging Infrastructure
Rider
- Exhibit SFH-S-2 Revised Agreement for Transportation Electrification and Charging
Infrastructure

I. INTRODUCTION AND PURPOSE OF TESTIMONY

Q1. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Samantha F. Hill. My business address is 639 Loyola Ave., New Orleans, Louisiana 70113.

Q2. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by Entergy Services, LLC (“ESL”).¹ My present position is Manager, Regulatory Rate Strategy.

Q3. ON WHOSE BEHALF ARE YOU SUBMITTING THIS SUPPLEMENTAL DIRECT TESTIMONY?

A. I am submitting this Supplemental Direct Testimony to the Public Utility Commission of Texas (the “Commission”) on behalf of Entergy Texas, Inc. (“ETT” or the “Company”).

Q4. ARE YOU THE SAME SAMANTHA F. HILL WHO PREVIOUSLY TESTIFIED IN DOCKET NO. 53719?²

A. Yes. I previously submitted Direct and Rebuttal Testimony in Docket No. 53719, which was admitted into evidence and subsequently transferred to this docket.

Q5. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL DIRECT TESTIMONY?

A. On August 16, 2023, the Commission issued its Order Severing Issues requiring the parties to “conclude litigation” of the Transportation Electrification (“TE”)

¹ ESL is a subsidiary of Entergy Corporation that provides technical and administrative services to all of the Entergy Operating Companies (“EOCs”). The EOCs include Entergy Arkansas, LLC, Entergy Louisiana, LLC, Entergy Mississippi, LLC, Entergy New Orleans, LLC, and Entergy Texas, Inc.

² *Application of Entergy Texas, Inc. for Authority to Change Rates*, Docket No. 53719.

1 issues by addressing the compliance of ETI's proposed TE riders with Senate Bill
2 1002 and revised versions of the proposed TE riders to be filed by ETI.
3 Accordingly, the purpose and scope of this Supplemental Direct testimony is
4 limited to discussing the compliance of the proposed TECI Rider with the
5 requirements of Senate Bill 1002, codified at Texas Utility Code (also referred to
6 as the Public Utility Regulatory Act, or PURA) Chapter 42.,³ some proposed
7 minor revisions to the TECI Rider and the Agreement for Transportation
8 Electrification and Charging Infrastructure (the "TECI Agreement").⁴

9 My Supplemental Direct Testimony does not address ETI's proposed
10 Transportation Electrification and Charging Demand Adjustment ("TECDA")
11 Rider. The TECDA Rider is a rate design measure that is addressed in my prior
12 testimony in Docket No. 53719 and is not impacted by PURA Chapter 42.
13 Further, ETI has not proposed any revisions to the TECDA Rider, and continues
14 to request Commission approval of this rider as originally filed and admitted into
15 evidence in Docket 53719,⁵ and subsequently transferred to this docket.
16

17 **II. THE TECI RIDER COMPLIES WITH THE REQUIREMENTS OF**
18 **NEW PURA CHAPTER 42**

19 Q6. PLEASE DISCUSS THE RECENT LEGISLATIVE CHANGES THAT ARE
20 RELEVANT TO ETI'S TECI RIDER.

21 A. The 88th Texas Legislature's recent enactment of Senate Bill 1002, which became
22 effective September 1, 2023, further establishes the state's policy of encouraging
23 the deployment of electric vehicle ("EV") charging infrastructure, and clarifies
24 the role of electric utilities in that deployment. The legislature found that "electric

³ Act of May 8, 2023, 88th Leg., R.S., 2023 Tex. Sess. Law Serv. Ch. 53 (S.B. 1002) (codified at Tex. Util. Code ch. 42).

⁴ Redlined and clean TECI Rider tariff attached hereto as Exhibit SFH-S-1. Redlined and clean TECI Agreement attached hereto as Exhibit SFH-S-2.

⁵ Direct Testimony of Samantha F. Hill at Exhibit SFH-2, admitted into evidence as ETI Ex 40 by SOAH Order No. 14 in Docket No. 53719 and which the Commission ordered to be transferred to this docket in the Order Severing Issues in both Docket Nos. 53719 and 55338.

1 utilities . . . and the commission have important roles to fill in supporting the
2 installation and use of infrastructure for electric vehicle charging.”⁶ and created a
3 framework for fulfilling those roles. While I am not a lawyer, I understand that
4 the legislation makes a significant distinction between a utility’s provision of
5 public charging service and a utility’s provision of TE infrastructure for a specific
6 utility customer’s use (which may or may not include that customer providing its
7 own charging service to the public). The former (a utility directly offering public
8 charging for compensation) is subject to a host of requirements and procedures set
9 out in PURA §§ 41.0103(e)-(m).⁷ The latter (customer-located and customer-
10 determined use of charging equipment) is specifically permitted as long as the
11 utility itself does not provide the charging service to the public or use its own
12 branding at the charging site, while the customer hosting the utility-owned
13 equipment solely determines access to that equipment, the price for any public
14 use, and pays the utility for the equipment under a Commission-approved tariff
15 (such as the TECI Rider).⁸ As explained previously and again below, ETI is
16 proposing do the latter through its TECI Rider – that is, provide infrastructure for
17 its customers to decide how to use.

18
19 Q7. DOES THE TECI RIDER CONTEMPLATE ETI’S PROVISION OF PUBLIC
20 CHARGING SERVICE?

21 A. No. The TECI Rider is designed to allow an interested non-residential customer
22 to enter into a contract for ETI to construct, own, and maintain TE-related
23 infrastructure and equipment on customer-owned property for the customer’s
24 desired use, including their own use, or for the customer’s provision of public
25 charging service, should they so choose.⁹ Through its proposed TECI Rider, ETI

⁶ PURA § 42.0101(c).

⁷ As a utility operating outside of the ERCOT region, ETI is not subject to the provisions of PURA § 42.0104.

⁸ See PURA § 42.0103(o).

⁹ Direct Testimony of Samantha F. Hill at 8.

1 will not be providing charging service to the public, will not be setting charging
2 rates, and any compensation for public or other use of the charger will flow
3 directly to the host customer.

4 Q8. WILL ETI USE ANY OF ITS BRANDING OR LOGOS AT THE CHARGING
5 STATION?

6 A. No. In accordance with PURA § 42.0103(o)(1), and as reflected in ETI's revised
7 TECI Rider (attached to this testimony at Exhibit SFH-S-1), ETI will not brand or
8 market the electric vehicle charging station as being owned or operated by ETI,
9 including by presenting the Company's name, logo, or any other distinguishing
10 mark to indicate that ETI owns or operates the electric vehicle charging station.
11

12 Q9. WILL THE CUSTOMER DETERMINE ACCESS TO THE CHARGING
13 STATION?

14 A. Yes. In accordance with PURA § 42.0103(o)(2)(A), the host customer alone will
15 determine physical access to and use of the charging station. The TECI Rider
16 gives the host customer complete discretion regarding whether to use EV chargers
17 for their own use, or to provide public charging service, whether or not that
18 involves the host customer receiving compensation for use of the EV chargers.
19 Again, any compensation that the host customer derives from use of the
20 equipment will flow directly to the host customer.
21

22 Q10. IF THE CUSTOMER CHOOSES TO USE THE CHARGING
23 INFRASTRUCTURE FOR PUBLIC CHARGING SERVICE, WILL THE
24 CUSTOMER SET THE PRICE CHARGED TO THE PUBLIC?

25 A. Yes. In accordance with PURA § 42.0103(o)(2)(B), if the host customer chooses
26 to provide public charging service, the host customer alone will set the price for
27 public charging service, as well as collect and retain any charging revenues.¹⁰ In

¹⁰ The Agreement, attached as ETI Direct Exhibit SFH-S-2, states customer charging stations under the TECI Rider "may be made available to the general public or select users ("User(s)") in the Customer's sole discretion . . . Customer, in its sole discretion, will determine the applicable fees for any

1 fact, no matter how the host customer elects to use the charging infrastructure, if
2 prices are charged for that equipment's use, those prices will be set by the host
3 customer electing to have ETI install the charging infrastructure on its premises.
4

5 Q11. IF APPROVED, WILL THE TECI RIDER PROVIDE FOR FULL RECOVERY
6 OF THE COSTS OF THE INSTALLED CHARGING INFRASTRUCTURE
7 FROM THE CUSTOMER?

8 A. Yes. As discussed in my Direct and Rebuttal Testimonies that are now part of
9 this docket, the costs incurred by ETI for the equipment, installation, and any
10 ongoing operations and maintenance ("O&M") will be added to each TECI Rider
11 customer's monthly bill as a fixed payment in accordance with well-established
12 cost causation principles.¹¹ No costs associated with ETI's investment or its
13 ongoing O&M will be imposed on the Company's other customers.¹²

14 The subsequent use of new TE infrastructure by TECI Rider customers
15 will add incremental TE-specific load and revenue that otherwise would not have
16 existed. New PURA § 42.0103(o)(3) requires the host customer to pay for all
17 electric utility-related costs of the charging station and for the utility to account
18 for "incremental revenues paid by the person to the utility associated with the
19 electric vehicle charging service." Accordingly, ETI will apply an adjustment to
20 the total installed cost of the TE and charging infrastructure for "additional
21 revenues (through the receipt of Contract Revenues from the Customer) projected
22 to be received by the Company"¹³ for the first four years of the contract term.
23 When such an adjustment is applied, those offsetting Contract Revenues will be
24 backstopped by a minimum bill requirement, as discussed previously and below.

25 While ETI will only use incremental revenue generated from the use of the
26 TE infrastructure and equipment for the first four years as an offset to a host

and all Users and the method of payment to Customer for such usage . . . Company will not collect any fee from User(s)."

¹¹ Direct Testimony of Samantha F. Hill at 9.

¹² Rebuttal Testimony of Samantha Hill at 16.

¹³ Redlined TECI Rider tariff attached hereto as Exhibit SFII-S-1.

customer's cost responsibility under the TECI Rider, that incremental revenue will continue to be generated over the life of the equipment (proposed 10 years for EV charging infrastructure and equipment). Thus, such revenues will serve as an offset to the benefit all customers.

Q12. PLEASE PROVIDE ILLUSTRATIVE EXAMPLES OF HOW THE TECI RIDER WILL WORK.

A. As illustrated in Table 1 below, the activities to be carried out pursuant to the TECI Rider are authorized through the provisions found in new PURA § 42.0103(o) and the carve-out contained in new PURA § 42.0102(7)(B), and the TECI Rider itself is entirely consistent with those provisions.

Table 1

Scenario 1: An existing fueling station ("Customer") wants to install an EV charger for public use. The Customer requests that ETI install, own, and maintain all needed infrastructure (<i>i.e.</i> , "turn-key"), pursuant to New PURA Sec. 42.0103(o).	
ETI TECI-1 Rider	Customer Operates Public Charger
<ul style="list-style-type: none"> • Executes TECI Agreement and Electric Service Agreement with Customer (<i>New PURA Sec. 42.0103(o)</i>) • Customer agrees to pay a monthly charge under the TECI-1 Rider allowing ETI to recover its investment, return, and various operations and maintenance ("O&M") expenses (<i>New PURA Sec. 42.0103(o)(3)</i>) • Customer chooses the specific charger from ETI-approved list of original equipment manufacturers ("OEMs") • Customer brands EV charger with logo, ETI does not brand the equipment (<i>New PURA Sec. 42.0103(o)(1)(B)</i>) 	<ul style="list-style-type: none"> • Customer determines physical access to and use of the charger (<i>New PURA Sec. 42.0103(o)(2)(A)</i>) • Customer provides the charging service to EV drivers using the charger (<i>New PURA Sec. 42.0103(o)(1)(A)</i>) • Customer receives compensation and determines price per kWh for use of the charger (<i>New PURA Sec. 42.0103(o)(2)(B)</i>) • ETI <i>is not</i> providing EV charging service directly to the public or otherwise (<i>New PURA Sec. 42.0103(q)</i> ("A public electric vehicle charging station operated under an agreement under Subsection (o) is not subject to the requirements of Subsections (f)-(1)."))

Scenario 2: A community college (“College”) wants to install several EV chargers to be used by students, faculty, visitors, and the school’s van fleet. The College requests that ETI install, own, and maintain all needed infrastructure (<i>i.e.</i> , “turn-key”) pursuant to New PURA Secs. 42.0102(7)(B) and 42.0103(o).	
ETI TECI-1 Rider	College Operates Public/Fleet Charger
<ul style="list-style-type: none"> • Executes TECI Agreement and Electric Service Agreement with College (<i>New PURA Sec. 42.0103(o)</i>) • College agrees to pay a monthly charge under the TECI-1 Rider allowing ETI to recover its investment, return, and various O&M expenses (<i>New PURA Sec. 42.0103(o)(3)</i>) • College chooses the specific EV charger from ETI-approved list of OEMs • College brands EV charger with school mascot logo, ETI does not brand the equipment (<i>New PURA Sec. 42.0103(o)(1)(B)</i>) 	<ul style="list-style-type: none"> • College chooses to provide free EV charging service to students, faculty, visitors, and the van fleet (<i>New PURA Sec. 42.0102(7)(B)</i>) • ETI <i>is not</i> providing EV charging service directly to students, faculty, visitors, the van fleet, or otherwise (<i>under New PURA Sec. 42.0102(7)(B), Sec. 42.0103(f) does not apply</i>)

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III. TARIFF REVISIONS

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Q13. IS THE COMPANY PROPOSING ANY MINOR CHANGES TO THE TECI RIDER TARIFF?

4

5

A. Yes. First, to simplify tariff language in TECI Rider Section II (Application), ETI is proposing to remove language discussing the contracting process when a component of the TE charging infrastructure needs a replacement. Second, in TECI Rider Section V (Other Provisions), ETI is proposing a minor change to ensure this section is read consistently with the Section III (Net Monthly Bill) calculation of the Net Monthly Bill associated with the TECI Rider.

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Q14. WHY ARE THESE CHANGES TO THE TECI RIDER TARIFF APPROPRIATE?

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14

A. First, the change to tariff language in the TECI Rider Section II (Application) is to make the tariff language easier to understand. Revised to be simply stated, any

15

1 modifications, replacements, and/or additions to the TE charging infrastructure
2 will be the subject of a new agreement covering the installed costs of such
3 infrastructure. This language is consistent with discussion in my Direct
4 Testimony.¹⁴ In that new Agreement, the costs incurred by ETI, including any
5 replacement costs for the equipment, installation, and any ongoing O&M will be
6 added to each TECI Rider customer's monthly bill as a fixed payment.¹⁵ The
7 revision makes it more clear in this section of the tariff that all costs will be
8 covered by an Agreement with ETI and that no costs associated with ETI's
9 investment will be imposed on the Company's other customers.¹⁶

10 Second, the change to tariff language in the TECI Rider Section V (Other
11 Provisions) is to clarify that the total installed cost of TE and charging
12 infrastructure is subject to applicable adjustment for additional revenues (through
13 the receipt of Contract Revenues from the Customer) projected to be received by
14 the Company. This revision ensures Section V is read consistently with the
15 Section III (Net Monthly Bill) calculation of the Net Monthly Bill associated with
16 the TECI Rider. As stated in my Direct Testimony, "[i]n all instances, the
17 expenditures included in the customer's net monthly bill shall be based upon the
18 total installed cost of charging infrastructure and equipment, net of any
19 adjustments."¹⁷

20
21 Q15. PLEASE DISCUSS THE PROPOSED REVISIONS TO THE TECI
22 AGREEMENT.

23 A. ETI included the form of proposed TECI Agreement as Exhibit SFH-3 to my
24 Direct Testimony, which predated new PURA Chapter 42. The updated form of
25 the TECI Agreement attached hereto as Exhibit SFH-S-2 contains the following
26 edits to Part 7 of the Customer Agreement: "Customer may not use Company's

¹⁴ Direct Testimony of Samantha F. Hill at 16.

¹⁵ *Id.* at 11.

¹⁶ Rebuttal Testimony of Samantha F. Hill at 18.

¹⁷ Direct Testimony of Samantha F. Hill at 11-12.

1 name, service mark, design, or any Company intellectual property ~~without~~
2 ~~Company's prior written consent~~ . . . Customer agrees that it will not place
3 Company's logo, trademark, service mark, or advertising device ~~without~~
4 ~~Company's prior written consent~~.”¹⁸ While ETI would not have used or provided
5 its consent to use ETI's branding given the prohibition contained in PURA
6 § 42.0103(o)(1)(B), these changes best align this contractual provision with the
7 new law.
8

9 Q16. IS THE COMPANY PROPOSING ANY OTHER CHANGES TO THE TECI
10 AGREEMENT?

11 A. Yes. The Company is also proposing two minor changes to the TECI Agreement
12 that are not necessary to comply with new PURA Chapter 42, but instead will
13 help to clarify certain provisions of the contract.

14 First, in Part 4.1, ETI proposes to remove the blank space and the choice
15 of number of years for the initial term of the TECI Agreement, as the TECI
16 Agreement term must be ten years after the effective date (even if the customer
17 chooses a shorter “Selected Recovery Term” in Section II of the TECI Rider).

18 Second, in Part 4.3, ETI proposes to add “Pursuant to TECI Rider Section
19 V., the minimum monthly charge under the Customer's base rate revenue
20 schedule (e.g., Schedule GS) for the first four years of the contract period is
21 _____ (plus amounts owed under the fixed fuel factor, other riders, and
22 applicable taxes).” As already specified in Section V of the TECI Rider itself, the
23 Company retains the right to require an agreement with a minimum monthly
24 charge to secure projected contract revenues which may be applied as an
25 adjustment to the Net Monthly Bill under Section III of the TECI Rider. This
26 language addition merely provides a place to document that amount.

¹⁸ Exhibit SF11-2, Part 7.

1 Q17. WHY ARE THESE CHANGES TO THE TECI AGREEMENT
2 APPROPRIATE?

3 A. First, removing the choice of term length clarifies that the initial term of the TECI
4 Agreement “will continue for the 10-year life of the Company’s investment”¹⁹ as
5 stated in my Direct Testimony.²⁰ Second, adding the language to provide a place
6 to document any required monthly minimum bill amount, as discussed in my
7 Rebuttal Testimony,²¹ will provide for greater clarity of terms for both the
8 Company and host customer executing the TECI Agreement.
9

10 Q18. HAS ETI PROVIDED REDLINES OF THE PROPOSED UPDATES TO THE
11 TECI RIDER AND AGREEMENT?

12 A. Yes. Attached hereto as Exhibit SFH-S-1 are redline and clean versions of the
13 updated TECI Rider tariff. Exhibit SFH-S-2 includes redline and clean versions of
14 the updated TECI Agreement.

15 IV. CONCLUSION

16 Q19. PLEASE SUMMARIZE YOUR SUPPLEMENTAL DIRECT TESTIMONY.

17 A. As discussed above, ETI’s proposed TECI Rider and related TECI Agreement
18 comply with recently enacted PURA Chapter 42, and will help fulfill the purposes
19 of the legislation, namely, to “foster the rapid installation and widespread use of
20 public electric vehicle charging stations on property whose owners or tenants
21 desire to install public electric vehicle charging stations.”²² In particular, ETI’s
22 proposed TECI Rider is entirely consistent with and fits precisely within the
23 confines of PURA § 42.0103(o). For the reasons discussed here and in my Direct
24 and Rebuttal testimonies, the Commission should approve the revised TECI Rider

¹⁹ Exhibit SFH-2, Part 4.

²⁰ Direct Testimony of Samantha F. Hill at 13.

²¹ See Rebuttal Testimony of Samantha F. Hill at 16-17.

²² PURA § 42.0101(b).

1 and related TECI Agreement as presented here, and the TECDA Rider as
2 originally presented in Docket No. 53719.

3

4 Q20. DOES THIS CONCLUDE YOUR SUPPLEMENTAL DIRECT TESTIMONY?

5 A. Yes.

SECTION III RATE SCHEDULES

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ENTERGY TEXAS, INC. Electric Service

SCHEDULE TECI

Sheet No.: 157
Effective Date: Proposed
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.

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. 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 Agreement covering the replaced item remains in effect because there was not a total replacement of the TE and charging infrastructure covered by the Agreement, the costs covered by such Agreement shall be reduced by the original cost of the replaced TE charging infrastructure.~~ 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.

N

<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 ~~cost of construction and installation of New Facilities necessary to extend electric service to the TE 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.

SECTION III RATE SCHEDULES

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ENTERGY TEXAS, INC.
Electric Service

SCHEDULE TECI (Cont.)

Sheet No.: 158
Effective Date: Proposed
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Supersedes: New Schedule
Schedule Consists of: Two Sheets

TRANSPORTATION ELECTRIFICATION AND CHARGING INFRASTRUCTURE RIDER

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

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.

N

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.

SECTION III RATE SCHEDULES

Page 28.1

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE TECI

Sheet No.: 157
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TRANSPORTATION ELECTRIFICATION AND CHARGING INFRASTRUCTURE RIDER

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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. 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.

N

<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%

N

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

SECTION III RATE SCHEDULES

Page 28.3

ENTERGY TEXAS, INC.
Electric Service

SCHEDULE TECI (Cont.)

Sheet No.: 158
Effective Date: Proposed
Revision No.: 0
Supersedes: New Schedule
Schedule Consists of: Two Sheets

TRANSPORTATION ELECTRIFICATION AND CHARGING INFRASTRUCTURE RIDER

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.

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.

N

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.

SECTION IV RULES AND REGULATIONS

Page 12.1

ENTERGY TEXAS, INC.
Electric Service

**AGREEMENT FOR
TRANSPORTATION ELECTRIFICATION
AND CHARGING INFRASTRUCTURE**

Sheet No.: 38
Effective Date: Proposed
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.

N

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 ~~one to 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.

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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 ~~without Company's prior written consent~~. 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 ~~without Company's prior written consent~~. 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.

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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.

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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: _____

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EXHIBIT A - EQUIPMENT, SOFTWARE, AND MAINTENANCE OPTIONS

N

EXHIBIT B – RIGHT OF WAY

N

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]

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

N

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

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SECTION IV RULES AND REGULATIONS

Page 12.1

ENTERGY TEXAS, INC.
Electric Service

AGREEMENT FOR
TRANSPORTATION ELECTRIFICATION
AND CHARGING INFRASTRUTURE

Sheet No.: 38
Effective Date: Proposed
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.

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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 (iv) 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: _____

N

EXHIBIT A - EQUIPMENT, SOFTWARE, AND MAINTENANCE OPTIONS

N

EXHIBIT B – RIGHT OF WAY

N

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]

N

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: _____

N

EXHIBIT C - TECI TESTING AND COMMISSIONING

| T