

Rideshare Incentives for Driving Electric (RIDE) Program

Participating Dealership Terms & Conditions

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DEFINITIONS

Applicant – An individual formally applying to receive a RIDE Program incentive. The Applicant is the individual driver who purchases or leases the vehicle or on whose behalf the application is submitted.

Automated Clearing House (ACH) – An electronic funds transfer system used to deposit payments directly into a bank account.

Battery Electric Vehicle (BEV) – A car that runs entirely on electricity stored in a large rechargeable battery pack, which powers an electric motor instead of an internal combustion engine. These vehicles must be plugged in to charge and produce zero tailpipe emissions, making them a cleaner alternative to gasoline-powered cars.

Calendar Days – Every consecutive day on the calendar, including weekends and public holidays. All dates and schedules in the RIDE Program are measured in Calendar Days.

California Air Resources Board (CARB) – The state's primary agency for controlling and reducing air pollution, protecting public health from harmful air pollutants, and addressing climate change.

California Code of Regulations (CCR) – The official compilation of administrative regulations adopted by state agencies in California. These regulations have the force of law and implement, interpret, or make specific laws passed by the legislature.

California Public Utilities Commission (CPUC/Commission) – A state agency that regulates investor-owned utilities, ensuring they provide safe, reliable service at reasonable rates. It has authority over a variety of industries, including electric, natural gas, telecommunications, and water, as well as transportation services like passenger and freight carriers.

Center for Sustainable Energy (CSE) – A nonprofit organization that works to advance sustainable energy solutions by accelerating the adoption of clean transportation and distributed energy through program design and administration and serves as the Program Administrator for the RIDE Program.

Clean Miles Standard (CMS) – A California regulation that requires ride-hailing companies, like Uber and Lyft, to reduce greenhouse gas (GHG) emissions from their services.

Clean Miles Standard Regulated Entities (CMS Regulated Entities) – Participating Platforms or TNCs; for purposes of the RIDE Program refers only to Uber, Lyft, and HopSkipDrive.

Contracting Agent – Refers to Uber, the entity that holds the contract between the RIDE PA and CPUC.

Code of Federal Regulations (CFR) – The codification of the general and permanent rules published by executive departments and agencies of the U.S. federal government, published in the Federal Register.

Dealership – A licensed participating dealership that is responsible for submitting application documentation on behalf of the Applicant when the incentive is applied at the time of vehicle purchase or lease.

Dealer Participation Agreement – An enrollment form that a dealership completes to become a vetted dealer under RIDE.

Dealer Portal – A webpage on the RIDE website that houses resources, training links, and tools for dealerships to use when promoting and implementing the RIDE program.

Driver's License (DL) – A valid form of identification permitting an individual to operate a motor vehicle.

Electric Vehicle (EV) – Any vehicle that uses one or more electric motors for propulsion, powered by electricity stored in batteries or from an external power source.

Federal Poverty Level (FPL) – A measure of income updated annually by the Department of Health and Human Services (HHS) used to determine eligibility for federal programs and subsidies.

Fuel Cell Electric Vehicle (FCEV) – An electric vehicle that uses a fuel cell to generate electricity from hydrogen, powering an electric motor.

HopSkipDrive, Inc. (HopSkipDrive) – A TNC registered with the CPUC.

Household – Any person(s) living under the same roof who are related by birth, marriage, or adoption. Income of non-dependents is verified as part of the household income.

Household Summary Form (HSF) – A form detailing the Adjusted Gross Income of all adult household members who are not full-time students, and the most recent tax year's Tax Return Transcript for themselves and all household members aged 18 years or older that are not listed as dependents of the Applicant. Calculations include gross income minus contributions to a traditional IRA, student loan interest, and certain business expenses for the self-employed.

Hybrid Electric Vehicle (HEV) – A vehicle that combines a gasoline engine with an electric motor and battery to improve fuel efficiency and reduce emissions. An HEV's battery is recharged through its gasoline engine and by capturing energy from braking, a process called regenerative braking.

Identification number (ID) – A number that identifies an individual with the application or pre-qualification received.

Incentive Transfer Acknowledgement Form – A form signed by both the Applicant or Applicant’s representative, and the Dealership representative present at the transaction when the purchase or lease agreement is signed. This form indicates the formal transfer of the pre-qualification ID from Applicant to dealer and confirms the incentive was deducted from the price of the vehicle. Once the form is signed, the dealer is responsible for submitting the final application documents.

Lease Buyout - The purchase of a previously leased vehicle by the lessee upon the end of a lease term.

Lease Buyback – The purchase of a previously leased vehicle by the dealership upon the end of a lease term.

Low- and Moderate-Income (LMI) – For purposes of the RIDE Program, defined as a driver whose Household income is equal to or below 400% of the FPL.

Lyft, Inc. (Lyft) – An on-demand TNC that connects passengers with drivers using a mobile app to provide rides.

Minimum Driving Threshold (MDT) – A standard set by the CPUC under D.24-03-001 that established the minimum number of rides a driver must take to be eligible to receive incentives under the RIDE Program.

National Highway and Traffic Safety Administration (NHTSA) – An agency of the U.S Department of Transportation that works to reduce deaths, injuries, and economic losses from motor vehicle crashes.

New ZEV – Unrebated Rollback, Unwind, Floor Model, or Test Drive vehicles and is listed as “New” on the Sales Agreement.

Ongoing Charging Incentive – RIDE Program incentive received for up to four (4) years, offering funding for charging costs for ZEVs incentivized under the RIDE Program.

Original Equipment Manufacturer (OEM) – A company that produces components or products that are then sold to another company, which incorporates them into its own final product and sells it under its own brand name. In this context, OEMs refer to national automobile manufacturers such as Ford, General Motors, or Tesla.

Participating Dealership – A licensed participating dealership responsible for submitting application documentation on behalf of Applicant when the incentive is applied at the time of vehicle purchase or lease.

Participating Platforms – CMS Regulated Entities; TNCs: Uber, Lyft, and HopSkipDrive.

Primary Contact - Dealership owner, general manager, or sales manager who enrolls the dealership in the RIDE program.

Program Administrator (RIDE PA) – Center for Sustainable Energy (CSE), a nonprofit organization.

Personally Identifiable Information (PII) – Any data that can be used to identify a specific individual, either directly or indirectly.

Plug-in Hybrid Electric Vehicle (PHEV) – A vehicle that combines an internal combustion engine with an electric motor and a large battery that can be recharged by plugging into an external power source.

Point-of-Sale (POS) – In this context, refers to a “cash-on-the-hood” sale of a vehicle at a dealership or online retailer, where the incentive is applied at the point of purchase.

Post-Purchase – Refers to an incentive that is processed after the purchase of the vehicle is final, processed by Applicant.

Rollback - A vehicle that has been returned by a purchaser or lessee to the dealer.

Rideshare Incentives for Driving Electric Program (RIDE/RIDE Program) – Established under CPUC D.24-03-001 to provide financial assistance to drivers on CMS Regulated Entity platforms to transition to ZEVs, under the purview of the Clean Miles Standard.

RIDE Program Handbook – Outlines the Program eligibility requirements and application processes.

RIDE Program Implementation Plan – Outlines the Program design, key requirements, and components.

Sales Agreement – Signed purchase or lease agreement.

Secondary Contact – Dealership owner, general manager, or sales manager who will act as the second- line contact for any dealership enrolled in the RIDE program.

RIDE Program Terms & Conditions (T&Cs) – The most recent version posted to the RIDE Program Website (www.rideca.org) will be considered the RIDE Program Terms & Conditions and will supersede any previous versions.

Tax Return Transcript - A document issued upon request by an individual to the Internal Revenue Service (IRS) that includes information such as an individual’s tax filing status, Adjusted Gross Income, and any tax credits or deductions claimed on a tax return.

Transportation Network Companies (TNCs) – Companies that provide prearranged transportation services for compensation using an online-enabled platform, like a smartphone app, to connect passengers with drivers using their personal vehicles.

Uber Technologies, Inc. (Uber) – An American multinational technology company that

provides on- demand ride-hailing, food delivery, and freight transport services through a digital platform, the Contracting Agent.

Unique Identifier (UID) – A number, code, or string that uniquely identifies a single entity within a system, such as an individual person. A Unique ID may refer to a Driver’s License number, or an application ID issued by the RIDE PA.

Unwind – A canceled sale of a vehicle wherein the purchaser does not take possession of the vehicle and the transaction is voided.

Upfront ZEV Purchase /Lease Incentive– RIDE Program incentive offering funding for the purchase or lease of a New or Used ZEV.

Used ZEV - A vehicle that has been fully registered to a previous owner prior to the Applicant’s purchase or lease; and the Sales Agreement indicates that the ZEV is “Used.”

Vehicle Cost – May include the base price of the vehicle, additional features and packages (including but not limited to battery upgrades, autonomous upgrades, wheel and tire packages, paint options, and audio and infotainment system), and sales tax.

Zero-Emission Vehicle (ZEV) – A vehicle that produces no tailpipe emissions from its onboard power source, utilizing electricity or hydrogen to power motors instead of burning gasoline or diesel.

Dealership Participation Agreement

This agreement outlines the roles and responsibilities of Participating Dealerships in the Rideshare Incentives for Driving Electric (RIDE) Program, as set out in the [RIDE Handbook](#). To participate in the RIDE Program Point-of-Sale, a Dealership or Showroom must be licensed to sell vehicles in the State of California and offer New or Used incentive-eligible vehicles for purchase or lease.

To be considered a Participating Dealership and listed on the RIDE Program website, a Dealership must agree to the following requirements:

- Participating Dealership shall only apply incentives to eligible buyers and vehicles in accordance with the [RIDE Handbook](#) and this Dealer Participation Agreement.
- Participating Dealership is responsible for verifying that an Applicant is eligible to receive an incentive. They must notify eligible Applicants of the existence of the incentive at the Point-of-Sale, as agreed to in signing this document. Participating Dealership is responsible for submitting the application within thirty (30) days of the sale or lease date, per RIDE Program requirements. Failure to follow RIDE Program requirements and eligibility guidelines as defined in the [RIDE Handbook](#) may result in not receiving reimbursement for an incentive provided to an Applicant. Participating Dealership is encouraged to contact the Program Administrator prior to the sale or lease with questions to ensure proper application of program guidelines.
- Participating Dealership is responsible for ensuring that an application is complete. This includes ensuring that all necessary paperwork is submitted, appropriate signatures are obtained, and that the application is complete and accurate per RIDE Program requirements. An incomplete application will not be approved and will be returned to the Participating Dealership or Applicant.
- Participating Dealership must apply the incentive at the Point-of-Sale and seek reimbursement through the RIDE Program upon completion of the purchase or lease agreement. The Participating Dealership must fill out an Application through the dealer portal at rideca.org.
- Participating Dealership must collect the following documentation from the Applicant to submit the application:
 - Copy of the Incentive Transfer Acknowledgement Form signed by an authorized dealership representative and the vehicle purchaser or lessee;
 - Proof of California residency via a current California driver's license. For other forms of accepted documentation, please see the [RIDE Handbook](#).
 - Copy of the signed purchase or lease agreement that clearly indicates that the applicable RIDE Program incentive was applied at the time of purchase or lease, inclusive of sales tax.
 - Proof of temporary or permanent California vehicle registration.

- Participating Dealership must deliver the vehicle to Applicant prior to completing an application. No further actions, such as additional charges, vehicle mark-ups, payment contingencies or holds, shall be taken against Applicant as security for the incentive.
- Participating Dealership must apply the total incentive amount at the Point-of-Sale, not to exceed 100% of the total vehicle costs, inclusive of sales tax. Additional federal, state, and local incentives or rebates may be stacked with the RIDE Program incentives. The combined RIDE Program incentive and any additional incentives cannot exceed 100% of Applicant's total vehicle costs.
- Participating Dealership may not withhold an incentive until the Program Administrator approves an application, nor provide the incentive by issuing a check after completing the transaction. Participating Dealerships may not recuperate the value of the incentive from Applicant in the event that the Program Administrator cancels or denies an application due to dealership error.
- The Program Administrator will provide the Participating Dealership with marketing materials and Participating Dealer will advertise the RIDE Program.
- The Program Administrator will inform Participating Dealership when funding availability for the RIDE Program is within one month (30 calendar days) of the RIDE Program ending or when funding runs out.
- The Program Administrator will issue payments within thirty (30) days of application approval.

If Participating Dealership violates this Dealer Participation Agreement it may be excluded from the RIDE Program, risk the denial of the incentive reimbursement to which it would otherwise be entitled to, and any other actions allowed under applicable law.

Dealership: _____

Name (printed): _____

Name (signature): _____

Title: _____

Date: _____

Dealer Point-of-Sale Program Guidelines

RIDE PROGRAM OVERVIEW

The Rideshare Incentives for Driving Electric (RIDE) Program is part of California's broader efforts to reduce emissions from Transportation Network Company (TNC) rideshare services. It was created to help low- and moderate-income (LMI) drivers transition to zero-emission vehicles (ZEVs).

Administered by Center for Sustainable Energy (CSE, RIDE PA, or Program Administrator), who can be contacted at contact@rideca.org.

SECTION 1: RIDE PROGRAM EFFECTIVE DATES

RIDE Program incentives are offered until approved annual program funding is exhausted or March 11, 2029, whichever comes first.

SECTION 2: RIDE APPLICANT ELIGIBILITY CRITERIA

Applicant must meet all RIDE Program requirements. It is Applicant's responsibility to review and understand these requirements before applying for an incentive. Applicant may be eligible if they meet the following criteria:

- Applicant must be an individual and a resident of California;
 - Businesses, nonprofits, public entities, municipalities, and any other non-individual entities are ineligible.
 - If a vehicle is purchased or leased through a trust, the individual submitting the application is subject to all eligibility requirements.
- Applicant's Household Income is equal to or below 400% of the FPL;
- Applicant meets the Minimum Driving Threshold (MDT) of 4,500 trips over the previous 12-month period in aggregate across CMS Regulated Entity platforms; and
- Applicant must continue to drive the incentivized ZEV on a CMS Regulated Entity platform for the full duration of those thirty-six (36) months.

Applicant is not eligible if they received a RIDE Program Upfront ZEV Purchase/Lease Incentive within the past twelve (12) months or if they currently own and drive a ZEV for CMS Regulated Entities.

These Terms & Conditions outline the roles and responsibilities for Participating Dealerships in the RIDE Program, as set out in the [RIDE Handbook](#).

To participate in the RIDE Program Point-of-Sale, a Dealership or Showroom must be licensed to sell vehicles in the State of California and offer new or used, incentive-eligible vehicles for purchase or lease.

To be considered a Participating Dealership and listed on the program website, a Dealership must be formally enrolled in and trained in the RIDE Program Point-of-Sale and have signed the accompanying Dealer Participation Agreement. A Participating Dealership must agree to the requirements outlined in this document.

SECTION 3: RIDE VEHICLE QUALIFICATIONS

A qualified ZEV must:

- Be a battery electric vehicle (BEV) or a fuel cell electric vehicle (FCEV).
 - If the vehicle is a Rollback, Unwind, Floor Model, or Test Drive vehicle and is listed as “New” on the Purchase or Lease Agreement, additional verification from the Dealership may be required.
 - Traditional hybrids (HEVs) and plug-in hybrids (PHEVs) are NOT eligible.
- Be purchased or leased at a licensed dealership, a licensed third-party retailer, or an OEM.
 - Private sales and private leases are not permitted.
- Be New or Used:
 - A New ZEV is defined as a vehicle that has never been registered in the State of California or any other state.
 - ZEVs determined by the Program Administrator to be unrebated Rollback or Unwind vehicles are considered New vehicles.
 - A Used ZEV is defined as a vehicle that meets both of the following criteria:
 - The ZEV has been fully registered to a previous owner prior to Applicant’s purchase or lease; and
 - The Sales Agreement indicates that the ZEV is “Used.”
- Be certified by CARB as a ZEV as defined in the California ZEV Regulation Section 1962 and Section 1962.2, Title 13, California Code of Regulations (CCR) for 2018 through 2025 model years and Section 1962.45, Title 13, CCR for 2026 and subsequent model years. Vehicles in the ZEV category include electric-drive, all-BEVs and FCEVs up to 10,000 pounds gross vehicle weight rating.
- Be certified by the manufacturer that the vehicle model complies with all applicable federal safety standards for new motor vehicles and new motor vehicle equipment issued by the National Highway Traffic Safety

Administration (NHTSA). Federal Motor Vehicle Safety Standards are found in Title 49 of the Code of Federal Regulations (CFR) Part 571. If a written statement and documentation have been previously provided to CARB while applying for the CARB certification of the vehicle model, no additional written statement is required.

- Meet the current California regulations for TNC vehicles, including vehicle age requirements, safety inspection requirements, vehicle seat capacity, etc., as published on the CPUC website.
- Meet the current TNC regulations for the ZEV as applicable to the area(s) in which Applicant drives.
- Applicant must not make or allow any modifications to the ZEV's emissions control systems, hardware, or software calibrations.

SECTION 4: VEHICLE OWNERSHIP AND LEASE REQUIREMENTS

The ZEV must be purchased or leased, taken possession of, and registered in California on or after the RIDE Program launch date. An exception will be made if Applicant purchased or leased the eligible ZEV up to sixty (60) Calendar Days prior to RIDE Program launch, so long as Applicant submits their application no later than thirty (30) Calendar Days following launch.

4.1 OWNERSHIP

Applicant must maintain ownership and California registration of the incentivized ZEV for a minimum of thirty-six (36) consecutive months from the date of purchase. If Applicant transfers title to, sells, or otherwise disposes of the incentivized ZEV during the thirty-six (36) month term, Applicant may be required to repay the incentive amount in whole or in part. Applicant is responsible for notifying Program Administrator in writing of any change in ownership or registration during the thirty-six (36) month period.

4.2 LEASE

Applicant's lease must be for a minimum of thirty-six (36) months. Rentals are not eligible for the RIDE Program. Applicant is responsible for notifying Program Administrator in writing of any change in the lease or registration during the thirty-six (36) month period.

Lease buyouts (e.g., an individual purchasing the same vehicle they were leasing at the end of the lease term) are permitted if the ZEV and Applicant meet the eligibility requirements for a Used ZEV.

Lease buybacks (e.g., the dealership purchasing the vehicle a consumer was leasing prior to the lease term ending) are not permitted during the required thirty-six (36) month lease term.

4.3 EXCEPTIONS

Applicant may resell a ZEV or return a leased ZEV due to unforeseen or unavoidable circumstances, such as military relocation outside of California, death, or confirmation by the Program Administrator that the ZEV was totaled. Exemptions may be granted on a case-by-case basis at the Program Administrator's sole discretion.

SECTION 5: INCENTIVES

RIDE Program offers two incentives: the Upfront ZEV Purchase/Lease Incentive and the Ongoing Charging Incentive. Incentive amounts and eligibility criteria are subject to change.

2.1 UPFRONT ZEV PURCHASE/LEASE INCENTIVE

The Upfront ZEV Purchase/Lease Incentive offers funding for an Applicant to purchase or lease a New or Used ZEV. The Upfront ZEV Purchase/Lease Incentive can be obtained either at the Participating Dealership Point-of-Sale or Post-Purchase.

The Upfront ZEV Purchase/Lease Incentive cannot exceed 100% of the total eligible Vehicle Cost. Additional federal, state, and local incentives or rebates may be stacked with the RIDE Program incentives. The total amount of the Upfront ZEV Purchase/Lease Incentive and any additional incentives cannot exceed Applicant's total eligible Vehicle Cost. All applied incentives and rebates, including the Upfront ZEV Purchase/Lease Incentive, should be shown as a line item on an itemized receipt.

Table 1: Available Incentives for Purchase or Lease

Upfront New ZEV Purchase/Lease Incentive	\$20,300
Upfront Used ZEV Purchase/Lease Incentive	\$14,200

Eligible Vehicles Cost may include the base price of the vehicle, additional features and packages (including but not limited to battery upgrades, autonomous upgrades, wheel and tire packages, paint options, and audio and infotainment system), and sales tax. The Vehicle Cost does not include any OEM or dealership discounts, applicable non-sales taxes, registration fees, vehicle pre-order or ordering fees, documentation fees or additional maintenance or repair packages purchased from the dealership.

2.2 ONGOING CHARGING INCENTIVE

The Ongoing Charging Incentive offers funding for Applicant's charging and fueling costs for the ZEV incentivized by the Upfront ZEV Purchase/Lease Incentive. Up to four (4) Ongoing Charging Incentives may be available to Applicant, conditioned upon available Program funding and Applicant's continued compliance with these Terms & Conditions.

SECTION 6: PARTICIPATING DEALERSHIP REQUIREMENTS

To participate in the RIDE Program, a Dealership must be licensed to sell vehicles in the State of California, have a valid tax identification number (TIN), and offer New and Used incentive-eligible vehicles for purchase or lease. A Participating Dealership must read, understand, and agree to these Terms and Conditions listed within this governing document. Participating Dealership must meet RIDE Program requirements, which include but are not limited to:

- Attendance in and completion of enrollment and onboarding training.
- Accurate and timely application documentation submission.
- Prompt delivery of vehicle to Applicant once the vehicle arrives at the Dealership.
- Compliance with the RIDE [Program Handbook](#), Participating Dealership Terms and Conditions, and all applicable laws, regulations, codes, and trade and industry standards.
- Inform Applicant of all key program requirements, including but not limited to minimum ownership duration, continued operation as an eligible rideshare driver, and any conditions that may result in repayment or forfeiture of the incentive. In the event of noncompliance by an Applicant and/or Dealership, incentive funds must be returned via check to the Program Administrator.
- Verify that the pre-approval incentive voucher is valid.
- Verify that the vehicle meets all current RIDE Program eligibility requirements.
- All information submitted as part of the incentive application is true, accurate, and complete to the best of the Dealership's knowledge.
- Agree and understand participation in the RIDE Program does not guarantee that a dealer will be engaged by any Applicant, receive any Applicant referrals, or imply any guaranteed minimum level of business.
- Agree and understand that the entirety of the RIDE incentive must be applied at the Point-of-Sale

SECTION 7: DEALER ENROLLMENT

Dealerships interested in participating in the RIDE Program and providing incentives to Applicants at the Point-of-Sale can enroll their Dealership through the RIDE Program website at www.RIDEca.org.

The Dealership representative who completes the enrollment form will be considered the primary contact for the Dealership and will be responsible for managing the Dealership

account (Primary Contact). Once the Dealership enrollment form is submitted and the Program Administrator has received a signed copy of the Dealership Participation Agreement, the Primary Contact will receive an email containing their Dealership's unique identification (Unique ID) for the Program, along with a link to create an account. The Unique ID is required to ensure the Primary Contact's account gets linked to the Dealership's RIDE Program account.

Each Dealership will receive three (3) accounts: one (1) Primary Contact, and two (2) secondary contact employee accounts. Employees can create their own accounts and link them to the Dealership's RIDE Program account using the same Unique ID provided to the Primary Contact. After approval of the Dealership Participation Agreement and required training, the Primary Contact will have access to all the features on the dashboard and can begin administering incentives at the Point-of-Sale.

Dealerships will be paid out via Automated Clearing House (ACH) transfer. Upon enrollment, the Primary Contact will be prompted to enter ACH information, which will be used to send payment when a RIDE Program incentive Application is approved.

Dealerships are responsible for providing the correct ACH information upon Dealership enrollment. Incentives will be paid on a first-come, first-served basis, in the order that complete applications and supporting documentation is submitted to the Program Administrator prior to the exhaustion of available incentive funds.

SECTION 8: INCENTIVE PROCESS

Applicant may choose between the Point-of-Sale process (completed by the Participating Dealership) or the Post-Purchase process (completed by Applicant).

Following the completion of the purchase or lease transaction, the Participating Dealership must complete a Point-of-Sale reimbursement application, unless Applicant chooses the Post-Purchase process, in which they apply for the reimbursement without Dealership assistance (in which case, the incentive amount would not be included in the purchase price of the vehicle).

After applying an applicable incentive at the Point-of-Sale, Participating Dealership must submit an application through the dealer portal account within thirty (30) calendar days of the date of purchase or lease. For RIDE Program purposes, the date of purchase or lease is the day that the purchase or lease and sales agreement is signed, and the Applicant takes possession of the vehicle.

The Participating Dealership must submit all required supporting documentation as outlined in the [Program Handbook](#). Participating Dealership must collect the following documentation from Applicant to submit an application:

- Enter the approved RIDE Program pre-approval ID associated with the Applicant into the Application Portal;
- Copy of the Incentive Transfer Acknowledgement Form signed by Applicant and Participating Dealership representative;
- Copy of the signed purchase or lease agreement;
- Proof of California vehicle registration; and
- Any additional documentation required by the Program Administrator to verify compliance with Program requirements.

If the Program Administrator determines that an application or its required documents are incomplete, illegible, or missing required information, the Program Administrator will notify the Participating Dealer of the error via the RIDE Program dealer portal or email at dealerships@RIDEca.org (for application-specific updates, any emails will be sent to the Participating Dealer primary contact that submitted the application). The Participating Dealership then shall have an additional ten (10) calendar days from the date of notification to correct any errors or omissions. If the Participating Dealership fails to correct the errors or omissions within the additional ten (10) calendar days, the Program Administrator will cancel the application and will not pay the reserved funds to Participating Dealership.

If the Program Administrator determines an Applicant is ineligible for an incentive, the Program Administrator will cancel the application and notify the Participating Dealership via the RIDE Program dealer portal or email. The Participating Dealership is responsible for ensuring that it receives and reviews these email communications. If the Program Administrator cancels an application for a particular vehicle, Participating Dealership may reapply for an incentive for that vehicle within thirty (30) calendar days of the date of purchase or lease.

If the Program Administrator determines the Participating Dealership's Point-of-Sale application is complete, the Program Administrator will send payment via ACH to the Dealership within thirty (30) Calendar Days of approval.

The Participating Dealership may not recoup the value of the incentive from an Applicant in the event the Program Administrator cancels or denies an incentive application due to dealership error. Whenever possible, the Participating Dealer should ensure that the purchase or lease agreement clearly indicates that the applicable incentive was applied at the time of purchase or lease.

The initial Ongoing Charging Incentive will be automatically paid to Applicant within thirty (30) days of application approval. Payment will be sent directly to the Applicant via ACH transfer. A Participating Dealership may communicate this to the Applicant but Dealership is not responsible for ensuring payment of an Ongoing Charging Incentive.

SECTION 8.1: PARTICIPATION IN OTHER FEDERAL, STATE, OR UTILITY PROGRAMS (INCENTIVE STACKING)

Applicant may combine the RIDE Program incentive with other incentives offered by state agencies, utilities, or other entities. These may include incentives related to vehicle scrappage, vehicle cost, home charger installation, or public charging expenses.

All incentives related to scrappage and vehicle cost must be disclosed in the application. The total combined incentives may not exceed the total Vehicle Cost.

If the total of combined incentives exceeds the Vehicle Cost, the RIDE Program incentive will be reduced accordingly to ensure the incentive total does not surpass 100% of the actual Vehicle Cost.

SECTION 9: APPEALS PROCESS

The RIDE PA will consider appeals on a case-by-case basis. To request an appeal, Applicant must contact the RIDE PA at contact@rideca.org and initiate the appeals process within thirty (30) Calendar Days following the RIDE PA's decision. The written appeal must include all facts and required supporting documents that form the basis for the appeal.

An appeal of a decision based on Applicant's MDT may be escalated to the applicable TNC(s) for review.

If the only basis for an appeal is that Applicant disagrees with the policies set forth in the RIDE Program Handbook, Terms & Conditions, any relevant guidelines, or other program policies, the RIDE PA's original decision will be final and the appeal will be denied.

Payment of an incentive is subject to and conditioned upon Applicant's compliance with these Terms & Conditions. The RIDE PA reserves the right to make a final determination of Applicant's qualification, eligibility, compliance, and incentive amount.

SECTION 10: ENFORCEMENT

The RIDE PA may withhold payment, suspend, or remove a Participating Dealer for failure to comply with any RIDE Program requirement(s), RIDE Program expectations, or these Terms & Conditions, including without limitation, in the applicable RIDE [Program Handbook](#) or for any of the following reasons:

- Participating Dealership fails to submit vehicle documentation or deliverables in accordance with RIDE Program documentation submission requirements to the RIDE PA's satisfaction, or such submission, or a part thereof, is incomplete or inaccurate;
- Fraudulent, improper, grossly negligent activity, or misrepresentation of any kind; or

- Failing to correct an issue within a reasonable time after notice.

The RIDE PA will provide a Participating Dealership with notice of non-compliance if the Participating Dealership fails to comply with any RIDE Program requirement, guideline, or expectation. A Participating Dealer may be afforded an opportunity to cure, at the RIDE PA's sole discretion.

SECTION 11: GENERAL TERMS & CONDITIONS

11.1 RIDE PROGRAM NOTICES

RIDE Program communications will be sent via email. It is Participating Dealership's responsibility to ensure the provided email address is accurate, ensure receipt of RIDE Program emails, and check their email account regularly for status updates and requests for additional information. Denial of an application due to failure to respond to electronic communication, including failure to respond due to RIDE Program emails being filtered as spam, is not appealable.

11.2 THIRD-PARTY CONTRACTS

Any agreements made between an Applicant and a Participating Dealership regarding use of incentive funds are not sanctioned by the RIDE Program and do not affect the contractual rights and responsibilities of the RIDE PA, Applicant, and/or Participating Dealership under the RIDE Program. Where any third-party contract related to the RIDE Program conflicts with the RIDE Program's policies, the RIDE Program's policies will govern.

11.3 CONSENT TO RECEIVE EMAILS

Participating Dealership consents to receive RIDE Program and marketing emails from the RIDE PA. These emails may include information about programs, services, promotions, and events. Email addresses will not be shared with third parties without explicit consent, except as required by law. Participating Dealership has the right to opt-out of receiving marketing emails at any time. The RIDE PA will promptly remove email addresses from its marketing list upon request. To unsubscribe from marketing emails, Participating Dealership should follow the instructions provided in the footer of any marketing email or contact the RIDE Program directly at contact@rideca.org to request removal from RIDE PA mailing lists. Participating Dealership may not unsubscribe from RIDE Program emails related to administration and compliance.

11.4 DISCLOSURE

Any information provided in applications may be used internally by the RIDE PA for non-commercial purposes other than application processing.

11.5 CHECK DEPOSIT

If Participating Dealership requests payment by check, payments will be issued within thirty (30) Calendar Days directly to Participating Dealership at the address listed on the application and may not be endorsed, assigned, or transferred to another person or entity. Checks must be deposited within 180 days of the date on the check, or funds will be forfeited and returned to the RIDE Program.

If Participating Dealership's check becomes void, they may contact the RIDE PA to request issuance of a replacement check. Any request for reissuance must be submitted in the manner and within the timeframe specified by the RIDE PA. Reissuance of a voided check is not guaranteed and will be considered, if at all, solely at the RIDE PA's discretion, subject to RIDE Program requirements, available funding, and any other factors the RIDE PA deems relevant.

For the Post-Purchase pathway, incentive funds are issued in two separate payments. Delays beyond normal processing times may occur.

11.6 FUNDING LIMITATIONS

Issuance of incentives is dependent on the availability of RIDE Program funding. Applications are processed on a first-come, first-served basis. Once RIDE Program funding is exhausted, incentives will not be issued.

A Participating Dealership's reduction of sale or lease price in reliance on RIDE Program reimbursement is done at its own risk. Participating Dealership has no vested property right in an incentive and is not guaranteed payment.

11.7 REPRESENTATIONS AND WARRANTIES

The RIDE PA makes no representations or warranties regarding Applicant's or Participating Dealership's eligibility to receive an incentive. Furthermore, the RIDE PA makes no representations, expressed or implied, regarding the design, construction, reliability, efficiency, performance, operation, maintenance, or use of any vehicle, discussed, selected, rejected, purchased, leased or otherwise considered by Applicant. Any decisions regarding the selection, design, purchase, lease, use and operation of any vehicle shall be at the sole discretion and are the sole responsibility of Applicant. The RIDE PA does not guarantee energy or bill savings as a result of purchasing a ZEV and receiving an incentive.

11.8 RIDE PROGRAM TERM

The RIDE Program is expected to run through March 11, 2029, or until approved annual program funding is exhausted, whichever comes first. RIDE Program funding is subject to change and may be terminated at any time by the CPUC.

11.9 GOVERNING LAW

These Terms & Conditions and all incorporated and related documents, and all matters arising out of or relating to the RIDE Program, whether sounding in contract, tort, or statute

are governed by, and construed in accordance with, the laws of the State of California, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or relating to the RIDE Program shall be instituted in the courts of the State of California in each case located in the County of San Diego, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

11.10 STATUTORY COMPLIANCE

Participating Dealership shall comply with all federal, state and local laws, regulations, statutes, and policies applicable to participation in the RIDE Program.

11.11 DISPUTE RESOLUTION

Participating Dealership understands and acknowledges that the RIDE PA is a third-party non-profit contracted to implement the RIDE Program on behalf of the CPUC. Participating Dealership may engage in the appeals process as set forth in Section 9, however the RIDE PA's decision on appeal is final and there shall be no right to remedy or appeal of any kind, administrative, judicial, arbitration, mediation or otherwise.

11.12 LIMITATION OF LIABILITY

The RIDE PA, CPUC, as well as the applicable CMS Regulated Entity shall not be held liable for any decision to reject an Application on the basis that it does not meet the RIDE Program's eligibility requirements. Additionally, the RIDE PA, CPUC, as well as the applicable CMS Regulated Entity is not a party to any transaction between Applicant and/or a Participating Dealership.

Accordingly, the RIDE PA, CPUC, the applicable CMS Regulated Entity bear no responsibility for any disputes, issues, claims, or liability arising from such transactions. No employment relationship, joint venture, or principal and agent relationship will be created between an Applicant or Participating Dealership and any member of the RIDE PA, CPUC, as well as the applicable CMS Regulated Entity solely by virtue of participation in the RIDE Program.

11.13 INDEMNIFICATION

Participating Dealership agrees to release and hold harmless the RIDE PA, CPUC, the applicable CMS Regulated Entity their officers, directors, employees and contractors from and against any and all causes of action, damages, losses, claims, expenses, demands, costs (including attorneys' fees and expenses and all court, arbitration or other dispute resolution costs), or any of them, resulting from, arising out of, or in any way directly connected with the RIDE Program, failure to receive an incentive, or any taxes associated therewith. The RIDE PA, CPUC, and the applicable CMS Regulated Entity makes no representations or warranties regarding whether Applicant will or will not qualify to receive an incentive.

11.14 TAXES

Applicant or Participating Dealership acknowledges and agrees to be solely responsible for the payment of any and all local, state, and federal income taxes, and any other applicable taxes, duties, or levies, that may arise or become due in connection with their participation in the RIDE Program.

A Participating Dealership must maintain normal business records showing the date of sale, vehicle(s) purchased, leased, sale price, and the amount of the RIDE Program incentive in a manner sufficient to determine whether the proper amount of tax has been paid.

11.15 AMENDMENT AND WAIVER

The RIDE PA reserves the right to amend these Terms & Conditions from time-to-time in its sole discretion. Any such amendment shall be effective upon posting or other notice as determined by the RIDE PA. The Terms & Conditions posted at the time of application submission shall apply.

Failure of the RIDE PA at any time to require performance of any provision of these Terms & Conditions shall not be deemed a waiver of future performance of that or any other provision. Any waiver of a breach of these Terms & Conditions must be in writing and shall apply only to the specific breach expressly identified and waived. No waiver of any breach shall be deemed a waiver of any subsequent breach, whether of the same or a different provision. All rights and remedies under these Terms & Conditions are cumulative and may be exercised separately or concurrently.

11.16 DATA DISCLOSURE AND CONSENT

Participating Dealership consents to the RIDE PA's collection, use, and disclosure of Participating Dealership information for program administration, eligibility verification, MDT verification with CMS Regulated Entities, compliance monitoring, audits, reporting to oversight bodies, and as required by law.

The RIDE PA will comply with all applicable data protection laws and regulations and implement robust information security measures to protect all data it receives. The RIDE PA will maintain a comprehensive written information security program that includes policies to detect, prevent, and mitigate data breaches or identity theft. This information security program will include data loss prevention strategy, access controls, and disaster recovery or business continuity plans.

Additionally, the RIDE PA will ensure that access to the data is restricted to those who require it for their roles and must use effective authentication methods. Government access to the data is only permitted where required by law. The RIDE PA will enter into a Data Processing Agreement (DPA) with any CMS Regulated Entity providing data to the RIDE PA as requested. Upon termination or expiration of a DPA, all data provided by a CMS Regulated

Entity will be returned or destroyed by the RIDE PA per the CMS Regulated Entity's instructions.