

Evergy Kansas Central Fleet Advisory Services Program Customer Participation Agreement

This Customer Participation Agreement (the “Agreement”) is entered into by and between Evergy Kansas Central, a regulated electric utility serving customers in Kansas and Missouri, and the Customer identified below (together, the “Parties”). The purpose of this Agreement is to confirm the Customer’s participation in the Evergy Kansas Central Fleet Advisory Services Program (the “Program”), which provides strategic planning support for transportation electrification through technical guidance, analytical tools, and advisory services.

This Agreement incorporates by reference the accompanying Standard Terms and Conditions for Participating Customers, which, together with this Agreement, constitute the full and binding agreement between Evergy Kansas Central and the Customer with respect to participation in the Program.

1. Customer Information

Customer information is provided as follows: The Customer's legal name, primary point of contact, business service address, and relevant contact details will be recorded in the Program file. These contacts shall serve as the designated representatives for communications and coordination throughout the Program term.

2. Program Participation Scope

By executing this Agreement, the Customer acknowledges its intent to participate in the Program and confirms its willingness to work collaboratively with Evergy Kansas Central throughout the duration of the engagement. The Customer agrees to provide the necessary operational, fleet, and energy-related data required to conduct the analysis and to support Evergy Kansas Central review of fleet electrification opportunities. The scope of the Program may include a review of fleet data, analysis of total cost of ownership using Evergy Kansas Central modeling tools, consultation on vehicles and charging requirements, and the recommendations for fleet electrification transitions. Participation in the Program does not constitute a financial commitment or create any obligation for the Customer to purchase vehicles or infrastructure, nor does it guarantee eligibility for incentives or rebates. The Customer agrees to reasonably cooperate with Evergy Kansas Central in fulfilling its obligations to applicable regulatory bodies and program requirements. This may include accommodating site visits, participating in meetings, and responding to requests from [Utility Name], its authorized representatives, or third-party contractors engaged in program implementation, evaluation, measurement, and verification (EM&V) activities. The Customer acknowledges that such cooperation may be necessary to support regulatory compliance, program evaluation, and continuous improvement efforts.

3. Terms and Termination

This Agreement shall take effect upon execution by both Parties and shall remain in effect for a period of one (1) year, unless terminated earlier by either Party. Either Party may terminate this Agreement at any time by providing thirty (30) days' written notice to the other Party. If the Agreement is terminated prior to the completion of the advisory process, Evergy Kansas Central shall not be required to deliver a final report or any additional materials.

- The FAS Pilot Program will be offered for a five (5)year period, from June 17, 2025 to June 16, 2030 and is funded for approximately sixty (60) assessments.
- The FAS Pilot Program will be offered on a first come first served basis and is available until the end date or until funding is exhausted, whichever comes first.
- Participants must apply with the Fleet Advisory Team within the five-year program period and agree to the full FAS Pilot Program terms and conditions.
- The Company does not guarantee financial savings, operational improvements, or the accuracy of any preliminary cost estimates related to vehicles, installation, or infrastructure, whether pertaining to customer-side or utility-side components, from the FAS Pilot Program participation.

Participants must provide annual reports for EV fleet and charging infrastructure utilization during the five (5)year program period. This data will be used to assess program effectiveness and identify improvement areas for the Fleet Advisory Team. The Fleet Advisory Team will coordinate the collection of this information.

4. Agreement and Acceptance

By signing below, the Customer affirms that it has reviewed and understands the Standard Terms and Conditions for Participating Customers and agrees to participate in the Program under the terms described. The Customer further affirms that its designated representatives are authorized to provide data and coordinate engagement activities with Evergy Kansas Central staff and consultants. Evergy Kansas Central will rely on customer provided fleet and operational data in good faith.

Customer Signature

Customer Name (Printed): _____

Business Name: _____

Title: _____

Signature: _____ Date: _____

Evergy Kansas Central Signature

Evergy Kansas Central Representative Name: _____

Title: _____

Signature: _____ Date: _____

Standard Terms and Conditions for Participating Customers

These Standard Terms and Conditions for Participating Customers, together with the Evergy Kansas Central Fleet Advisory Services Participation Agreement (collectively, the “Agreement”), are entered into by and between Evergy Kansas Central, a regulated utility company serving eligible electric customers in Kansas and Missouri, and the Customer identified in the associated Participation Agreement.

This Agreement sets forth the responsibilities of each party and the terms under which Evergy Kansas Central will support the Customer’s participation in the Fleet Advisory Services Program (the “Program”) to advance transportation electrification planning.

Evergy Kansas Central and the Customer may be referred to individually as a “Party” and collectively as the “Parties.” In consideration of the mutual covenants and benefits described herein, the Parties agree as follows:

1. Access and Participation

Evergy Kansas Central agrees to provide advisory support, including a fleet electrification readiness assessment for a portion or all of the Customer’s vehicle fleet, utilizing Customer provided fleet and operational data. The scope of the Program may be modified or terminated at any time to comply with regulatory requirements or due to changes in funding availability or internal resource constraints.

2. Customer Support

The Customer agrees to designate a primary point of contact to coordinate with Evergy Kansas Central. The Customer further agrees to provide accurate fleet, operational and site-level data and to allow Evergy Kansas Central access to relevant utility billing and energy usage records as needed for analysis. The Customer shall not use the name, branding, logos, or any identifying elements of Evergy Kansas Central or its affiliates in any promotional or public materials without prior written consent from Evergy Kansas Central.

3. Eligibility

Eligibility to participate in the Program shall be determined solely by Evergy Kansas Central in accordance with internal criteria. Evergy Kansas Central may request verification of eligibility at any time and may suspend or terminate Customer participation should the Customer no longer meet the Program’s requirements.

To qualify for Level 1 of the FAS Pilot Program, customers must meet the following criteria:

- Operate fleet vehicles. Fleet vehicles are considered as vehicles owned and used by an organization, government agency, or business primarily used to transport cargo or people.
- Have fleet operations located within EKC service territory.

- Commit to sharing operational data (e.g., vehicle usage, fuel consumption) with the Company for analysis.
- Be in good standing with the Company, with no outstanding payments or violations.

To qualify for Levels 2-3 of the FAS Pilot, customers must meet the following criteria:

- Meet the criteria for Level 1 AND
- Operate a public fleet that is owned and operated by a government or public entity, such as a city, county, or state OR
- Operate a fleet for a small private entity: Eligibility criteria are < 500 employees.

4. Confidentiality

Each Party may disclose confidential business, financial, or technical information to the other in connection with the Program. Such information shall be marked or otherwise identified as Confidential. Each Party agrees to maintain the confidentiality of the other's information and to disclose it only to employees, contractors, or affiliates who require access in order to support the Program. These obligations shall remain in effect for five (5) years following the termination of the Agreement. Confidentiality obligations shall not apply to information that is publicly available, was lawfully known prior to disclosure, or is independently obtained without breach of this Agreement.

5. Customer Data and Privacy

The Customer authorizes Evergy Kansas Central to use data it provides, or data collected in connection with the Program, including fleet composition, operational metrics, and energy usage information. This data may be used for assessments, reporting, regulatory compliance, and Program improvement. Evergy Kansas Central may aggregate and anonymize this data and may share high-level insights publicly. Data may also be shared with third-party service providers under appropriate confidentiality agreements. Evergy Kansas Central may reference general project outcomes in case studies, public summaries, or communications, subject to providing the Customer at least thirty (30) days' written notice and the opportunity to review.

6. Disclaimer of Warranties

Evergy Kansas Central provides the Program, including all tools, analyses, and recommendations, "as-is" and without any warranty of any kind. Evergy Kansas Central makes no guarantees regarding the completeness, accuracy, or predictive value of any information provided. Evergy Kansas Central disclaims all implied warranties, including those of merchantability or fitness for a particular purpose. No representation is made

regarding the financial performance or operational outcomes of any actions taken by the Customer in reliance on Program deliverables.

7. Indemnification and Limitation of Liability

The Customer agrees to release, indemnify, and hold harmless Evergy Kansas Central, its affiliates, and its contractors from any claims, losses, or liabilities that arise from the use of the Program or any related deliverables. Under no circumstances shall either Party be liable to the other for any indirect, incidental, special, or consequential damages, including those arising from lost profits or investments, even if such damages were foreseeable or the Party was advised of their possibility.

8. Disclaimer Regarding Market and Data Conditions

Evergy Kansas Central recommendations are based on market assumptions and customer-supplied data and are intended for informational planning purposes only. Evergy Kansas Central is not responsible for changes in market dynamics, fuel prices, utility rate structures, vehicle availability, or incentive programs that may affect the feasibility or effectiveness of electrification strategies. Additionally, Evergy Kansas Central is not liable for analysis errors resulting from inaccurate, incomplete, or outdated information provided by the Customer. Evergy Kansas Central output is advisory and does not replace independent planning. Customers are encouraged to seek independent validation before making investment or procurement decisions based on Program outputs.