

(continued)

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‘Opt-outs’ will be computed at the conclusion of the irrigation season and will be included as a reduction to the LCSC payment issued to the Customer prior to October 31 each year. ‘Opt-outs’ beyond those identified above are not permitted. Violation of the Liquidated Damages provision shall result in Early Termination under the terms of Special Condition-Early Termination and forfeiture of the entire LCSC.

**ELECTRIC SERVICE SCHEDULE NO. 96A – Continued**

**Liability:** The Company is not responsible for any consequences to the participating Customer that result from a load control Dispatch Event or the failure of load control equipment.

**Use of Load Control Equipment:** The Customer shall be required to exclusively use the 2-way load control equipment to manage their irrigation equipment through the duration of the Irrigation Season.

**Load Shifting:** Customers participating in this program may not shift irrigation loads to other facilities served by the Company or purchase replacement production from another facility served by the Company. The Company reserves the right to determine if the participating customer site is in violation of Special Condition-Load Shifting. Violation of the Load Shifting provision shall result in Early Termination under the terms of Special Condition-Early Termination, forfeiture of the entire LCSC, and removal from the program for the remainder of the Irrigation Season.

**Control Equipment Damage / Sabotage:** The Company reserves the right to determine if load control devices were intentionally damaged and/or bypassed to limit load control. Violation of this clause shall result in early termination under the terms of Special Condition-Early Termination, forfeiture of the entire LCSC, and removal from the program for the remainder of the Irrigation Season.

**Early Termination:** If the Customer is terminated from the program the Customer shall be responsible for reimbursing the Company for costs associated with participation in the program. Such costs include, but are not limited to, direct and indirect labor costs associated with enrolling the Customer in the program, labor costs for installing the equipment, labor to investigate intentional damage to load control devices, removing the Customer from the program, and will not include costs for replacement power. Customers required to pay costs associated with early termination under terms of this Special Condition will be provided with a statement detailing such costs.

**Free Riders:** Customers may not participate in this program with accounts and meters that would not have used power during the Irrigation Season irrespective of participation in the program. The Company reserves the right to determine if the participating customer is in violation of the Special Condition-Free Riders. Violation of Special Condition-Free Riders shall result in Early Termination, forfeiture of the LCSC, and removal from the program for the remainder of the Irrigation Season.

**ELECTRIC SERVICE REGULATIONS:** Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Utah Public Service Commission, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

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