

**EFFICIENCY MAINE TRUST
ELECTRIC VEHICLE MANAGED CHARGING INITIATIVE**

TERMS AND CONDITIONS

These Terms and Conditions for the Electric Vehicle Managed Charging initiative (the "Program"), along with the Participant's enrollment application ("Application") and the terms of the Efficiency Maine Electric Vehicle Managed Charging Initiative program description document (the "Program Manual") in place at the time of Participant's enrollment constitute the agreement ("Agreement") between Efficiency Maine Trust (the "Trust") and the participant enrolling their electric vehicle or electric vehicle charger in the Program (the "Participant"). Participant understands that acceptance of these Terms and Conditions and the incorporated Program Manual is a condition to Program participation and the receipt of any Program benefits. Capitalized terms used herein and not otherwise defined shall have the same meanings as ascribed to such terms in the Program Manual.

1. ENROLLMENT; TERM.

1.1 Participant acknowledges and agrees to the terms of the Program Manual, confirms enrollment of their electric vehicle or electric vehicle charger (the "Equipment") in the Program, and represents and warrants that Participant meets, and will continue to meet, the Program eligibility requirements throughout the term of this Agreement. Participant may enroll only one (1) managed charging device.

1.2 The Trust or its authorized service providers will manage enrolled Equipment using a distributed energy resource management system (DERMS) platform. Through this platform, the Trust and its authorized service providers will have direct insight into the actual performance of the Participant's enrolled Equipment.

1.3 Subject to the enrollment deadlines as set forth in the Program Manual, this Agreement shall commence upon the Trust's acceptance of Participant's enrollment in the Program and shall continue for a period of one (1) Program Year. A "Program Year" is the period from June 1 through May 31 each year and the active Equipment load management period within each Program Year shall coincide with the ISO-New England peak summer capacity season from June 1 through September 30 (the "Summer Capacity Season"). Unless earlier terminated in accordance with the terms of this Agreement, this Agreement and the Participant's enrollment in the Program shall automatically renew annually for the next Program Year unless either party gives notice of non-renewal at least 7 days prior to the end of the current Program Year. The initial term and each successive renewal term constitute the "Term." Notwithstanding anything to the contrary herein or in any other Program document, the Trust may modify or terminate the Program at any time in its sole discretion.

2. ACCESS TO AND CONTROL OF EQUIPMENT; DATA ACCESS

2.1 Participant acknowledges that the Trust, through its authorized service providers, will control the Equipment as necessary for Program purposes and expressly agrees that the Trust and its authorized service providers may access the Participant's Equipment for Program purposes, including load management, energy usage monitoring, and Equipment performance monitoring. Participant acknowledges that the Trust, through its authorized service providers, will manage the charging of Participant's electric vehicle through its distributed energy resource management system (DERMS) in an effort to reduce energy consumption when demand on the New England electric grid is forecasted to be at its system peak. This is achieved by setting and controlling a charging schedule that moves vehicle charging to later in the evening when electricity is less expensive and less carbon-intensive to produce. The Trust anticipates that there will be approximately forty (40), but no more than sixty (60), demand response events per Summer Capacity Season (June 1 – September 30).

2.2 Participant expressly authorizes and consents to access and use by the Trust and its authorized service providers of certain data and information regarding the Participant and the Equipment, including IP address, Equipment information, energy usage and consumption data, as well as personally identifiable information, such as name, address, and Participant contact information. This information will be used by the Trust and its authorized service providers in connection with Program implementation, design, reporting, monitoring, and controlling Equipment, as well as other uses consistent with the Trusts' policies, and as provided in applicable third-party vendor terms and conditions. Participant information used by the Trust shall be subject to the confidentiality provisions of the Efficiency Maine Trust Act, 35-A M.R.S. §10106.

2.3 Participant acknowledges that Equipment access, control, and monitoring may be subject to the terms and conditions expressed in third-party equipment monitoring platform(s) and web-based management services that the Trust and its authorized service providers utilize to enable the access to and control of Equipment. Participant acknowledges that these third-party terms and conditions may be amended or revised from time to time. Participant should visit the website of the Trust's service provider, Virtual Peaker, to review any applicable third-party terms and conditions. . Participant expressly authorizes the Trust and its authorized service providers to use any interface necessary to facilitate programming and communication with Equipment, to access data generated by the Equipment, and to issue commands for the operational control and management of the Equipment consistent with the Program, including without limitation charging and/or dispatching energy and storage resources. Participant shall not interfere with, disable, or terminate any software, interface, connection, or application necessary for Program implementation and Equipment access and control as authorized herein during the Term of this Agreement.

2.4 System outages, equipment failure, or other circumstances outside of the Trust's control may impact or delay the charging status and availability of Equipment. The Trust cannot guarantee that the Equipment will be charged at any given time. Charging schedules established under the Program may leave Equipment with little or no charge during certain periods. **Because the Equipment may not be charging during the Summer Capacity Season's demand response window, Participant acknowledges that the Equipment may not be available for use during certain periods.**

3. RESPONSIBILITY FOR EQUIPMENT OPERATION, CONNECTIVITY AND INTERNET ACCESS

3.1 Participant is solely responsible to maintain Equipment operation and internet connectivity throughout the Term. Participant represents and warrants that it has and will maintain throughout the Term of this Agreement: (i) a working and reliable high-speed internet point of access at the Participant's premises that is connected and enabled to communicate with the Equipment; (ii) an active user account for the Equipment (where required); and (iii) all other system components that may be required by the Equipment manufacturer or installer and any other equipment and software (*i.e.* smart phone apps) necessary for the reliable operation of the Equipment.

3.2 Participant is solely responsible to ensure that Participant has all required system elements for reliable operation of the Equipment and that such elements are compatible with and properly configured to allow DERMS access and communication as may be required for the Program. Participant is solely responsible for all fees charged by Participant's Internet Service Provider (ISP) and Equipment manufacturers for remote connection and Participant is solely responsible for compliance with all applicable agreements, terms of use/service, and other policies of the Equipment manufacturer, the Equipment installer/vendor, software providers, and Participant's ISP.

3.3 Participant is solely responsible for the maintenance, repair, and replacement of the Equipment during the Term.

4. EQUIPMENT PERFORMANCE; DISRUPTION

4.1 In the event that the Equipment fails to operate, or the Trust is unable to communicate with the Equipment, and operation and access is not restored as necessary within seven (7) days after notice, the Trust may unenroll the Participant and the Participant will forfeit their incentive eligibility for that year's enrollment. This does not preclude Participant from re-enrolling in successive years as may be allowed by the Program rules.

4.2 Participant shall not, and shall not allow, any interference, disconnection, or disruption of the Equipment, its components, or communications systems necessary for Program operation and Equipment access and control during the Term.

5. PROGRAM INCENTIVE PAYMENTS

5.1 Subject to Program terms, Participant will be eligible to receive a single upfront incentive payment after enrollment and annual Program incentive payments each year of continuous enrollment.

5.2 The initial \$50 incentive payment and annual \$50 incentive payment will be made as set forth in the Program Manual, subject to Participant's compliance with the terms of this Agreement. Equipment must remain enrolled for the entire Summer Capacity Season to earn an annual incentive payment. The Trust may discontinue the Program at any time and terminate incentive payments. Participant shall reimburse the initial enrollment incentive amount if Participant terminates the enrollment before the Summer Capacity Season.

5.3 Incentive payments will be made to either the individual Participant or to the third-party aggregator party through which the Participant is enrolled, depending on the enrollment type. Incentive negotiations between the Participant and its third-party device aggregator (if applicable) are not managed by the Trust. The Trust is not and will not be a party to any agreement between the Participant and its third-party aggregator. If there is a dispute between the Participant and the third-party aggregator as to incentive payments, the Trust will withhold payment until it receives a signed mutual written agreement and release from the parties regarding the disposition of the incentive funds, or until it receives an order from a court directing payment.

5.4 If Equipment is not properly maintained, the internet connection to the Equipment is not maintained, or there is any other circumstance that would cause the Equipment to be unable to properly respond to remote commands, the incentive amount may be adversely affected.

6. NO ASSIGNMENT OR TRANSFER OF ENROLLMENT; SALE OF PROPERTY

6.1 Participant may not transfer or assign its Program enrollment to another person or entity. The sale or transfer of the Equipment to a third party will cause an automatic termination of this Agreement and a forfeiture of incentive eligibility.

6.2 Participant acknowledges that they are required to own the premises where the Equipment is installed and Participant hereby represents that they own the premises where the Equipment is installed. Participant agrees to provide the Trust with 30-day advance notice of a sale of the premises where the Equipment is installed. In the event of a sale, the Participant's enrollment shall terminate. If the new owner wishes to participate in the Program and enroll Equipment located at the premises, such person must submit a new enrollment application subject to the Program terms and incentive rates offered at the time.

7. TERMINATION

7.1 The Trust may declare Participant to be in default of this Agreement upon the occurrence of any of the following events or circumstances ("Events of Default"): (i) Participant's material breach of any representation, covenant, condition, or obligation under this Agreement; (ii) Participant's violation of law; (iii) Participant's failure to use, maintain, or make available the Equipment as required by the Agreement for the time periods required by this Agreement or Participant's repeated opt-out of demand response events; (iv) Participant's failure to provide any required information or reporting as required under the Program; (v) Participant's insolvency, receivership, assignment for the benefit of creditors, foreclosure, or voluntary or involuntary bankruptcy; or (vi) any event of default identified elsewhere in this Agreement.

7.2 Without prejudice to any other rights or remedies, the Trust may terminate this Agreement upon any Event of Default by providing Participant with written notice. The Trust shall have no further obligation to Participant after termination.

7.3 Notwithstanding anything to the contrary in this Agreement, the Trust may terminate this Agreement, in whole or in part, in its discretion and without penalty, if the Program is modified or discontinued, or in the event that Program funds are de-appropriated, re-allocated or restricted by any governmental authority or court of competent jurisdiction, the Trust's authorization to operate or administer the Agreement or the Program is withdrawn or curtailed, there is a material change in Program or market conditions, or there is a material change in legislation affecting the Trust's authority or operations.

7.4 The Trust reserves all rights and remedies available at law or in equity in the event of a breach of this Agreement by Participant.

8. LIMITATION OF LIABILITY

8.1 The Trust is a quasi-state agency and a governmental entity that is entitled to certain limitations and immunities from liability. Nothing in this Agreement is intended, nor shall be construed, to constitute a waiver of any defense, immunity, or limitation of liability that may be available to the Trust or to any of its officers, agents or employees pursuant to the Eleventh Amendment to the Constitution of the United States of America, the Maine Constitution, the Maine Tort Claims Act (14 M.R.S.A. § 8101 et seq.), any state or federal statute, the common law, or any other privileges or immunities of the Trust as may be provided by law.

8.2 Except in cases of gross negligence or intentional misconduct, and without waiving any immunities or limitations of liability available to the Trust, in no event shall the Trust or its agents or contractors be liable for any damage to, malfunction, or unavailability of Participant's Equipment or any connected components arising or resulting from participation in the Program or any remote operation or control of the Equipment. IN NO EVENT SHALL THE TRUST BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, ALL OF WHICH ARE EXPRESSLY WAIVED AND DISCLAIMED.

9. MISCELLANEOUS

9.1 Utility Data. Participant hereby grants the Trust and its authorized agents access to Participant's utility data and other electricity usage information for Program-related purposes. Participant utility data and electricity usage information shall be subject to the confidentiality provisions of the Efficiency Maine Trust Act, 35-A M.R.S. §10106.

9.2 Capacity Resources; Credits; Forward Capacity Revenue. The Program may produce or result in certain marketable or tradable credits, benefits and proceeds, including energy efficiency capacity resources, capacity savings, avoided energy, renewable energy credits, and forward capacity market credits, payments, or revenues (collectively, the "Capacity Resources, Credits and Revenues"). In consideration of the Trust's payment of incentive amounts to or for the benefit of Participant, the value of all such Capacity Resources, Credits and Revenues produced or resulting from the Equipment during Peak Events shall be deemed owned by the Trust and the Trust shall have the sole right to bid, trade, transfer, sell, assign, use, and apply all such Capacity Resources, Credits and Revenues for the benefit of the Trust and the programs administered by the Trust under the Efficiency Maine Trust Act. Participant hereby transfers and assigns to the Trust all of Participant's right, title, and interest in such Capacity Resources, Credits and Revenues.

9.3 Taxes. The value of the incentive payments may be taxable to Participant. Participant shall be solely responsible for the determination and payment when due of all taxes that may be due in connection with any payments made under this Agreement.

9.4 Governing Law; Entire Agreement. This Agreement shall be governed in all respects by the laws of the State of Maine. Any legal proceeding regarding this Agreement shall be brought in State of Maine administrative or judicial forums. These Terms and Conditions, the Application, and the Program Manual constitute an integrated Agreement and contain the entire Agreement of the parties as to its subject matter and supersedes any prior discussions, understandings, and agreements, whether oral or in writing regarding the subject matter of this Agreement. The Agreement may be amended only in writing signed by the parties. This Agreement, and the rights and obligations hereunder, shall inure to the benefit of the Parties and their permitted assigns. No waiver shall be deemed to have been made by any of the Parties unless expressed in writing and signed by the waiving party.