

EVConnect NC Pilot Terms & Conditions

These Terms & Conditions govern the Union Power Cooperative (“UPC”) Residential Electric Vehicle Charging Pilot Program (the “UPC EV Pilot”). By enrolling in the program, Participant acknowledges that Participant has read, understands, and agrees to these UPC Terms & Conditions. The UPC EV Pilot is offered on a first come, first-served basis, from June 1, 2023, through June 1, 2024. These Terms & Conditions may be altered, changed, modified, or assigned by UPC at any time without notice.

Eligibility Requirements

To be eligible to participate in the UPC EV Pilot, Participant must meet the following requirements for the duration of the UPC EV Pilot and at Participant’s sole expense:

- Be a residential UPC member in good standing with an active utility account.
- As of June 1, 2023, own or lease a battery-powered electric vehicle with compatible EV technology that meets program requirements (“Eligible EV Technology”).
- During the program term, participation in the UPC EV Pilot may be available via internet-connected EV chargers that meet program requirements. In the event that option is made available, such EV chargers shall be included in the definition of Eligible EV Technology.

Managed Charging Requirements

- Eligible EV Technology must participate in the Managed Charging program. Participant authorizes UPC to automatically adjust the qualifying Eligible EV Technology’s charging times. UPC may cause the Eligible EV Technology to stop charging during peak times.
- UPC’s Time of Day Rate establishes peak and off-peak time periods, and these will be the basis for Managed Charging.
- The Eligible EV Technology must maintain regular and consistent internet connectivity, as evaluated solely by UPC.
- Participants may occasionally opt out of Managed Charging, however routinely opting out, as evaluated solely by UPC, could lead to disqualification.
- If Participant moves to a different residence, Participant may continue to participate in the UPC EV Pilot if the new residence meets the above eligibility requirements.

Simulated Emergency Events Requirements

- The Eligible EV Technology must participate in a minimum of five (5) Simulated Emergency Events (“Events”), where charging will be fully preempted for a short period of time, as might be necessary during an electric grid emergency.
- UPC will use commercially reasonable efforts to notify Participant prior to an Event. In an actual emergency, UPC may deploy an Event without notice if deemed necessary.
- UPC may schedule Events at any time of day, Monday through Friday.
- UPC will not schedule Simulated Emergency Events on the following holidays:
 - New Year’s Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, the Day After Thanksgiving Day, and Christmas Day.
 - If a holiday falls on a Saturday, the preceding Friday will be designated as the holiday.
 - If a holiday falls on a Sunday, the following Monday will be designated as the holiday.
- Participant may override Event participation at any time, however routinely opting out, as evaluated solely by UPC, could lead to disqualification.

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Bill Credits

- Participants who meet all Eligibility Requirements will receive a monthly \$10 bill credit for the duration of the UPC EV Pilot.
- Bill credits will be applied to the Participant's primary account.

Information Sharing

- Participant agrees that:
- UPC may send Participant emails, text/SMS messages, and other notifications related to the UPC EV Pilot, including notifications about enrollment status and UPC EV Pilot-related adjustments to Eligible EV Technology's settings.
- The Original Equipment Manufacturer ("OEM") or electric vehicle manufacturer will collect certain information needed for Participant's enrollment and participation in the UPC EV Pilot and Participant's Eligible EV Technology energy usage information, including but not limited to charging patterns (start date and time, duration of charging), demand response opt-out and Eligible EV Technology connectivity (collectively "Participant Information"). UPC may use Participant Information in order (a) to operate, administer, market, evaluate, analyze, change or improve the UPC EV Pilot; (b) to prepare and present general, aggregated or anonymized results and information about the UPC EV Pilot to third parties, including governmental entities such as the electricity system regulatory bodies; and (c) for UPC to understand and evaluate Participant habits and to inform the development and creation of utility programs and load planning. UPC may also use and publish information regarding your participation in the UPC EV Pilot so long as the information is presented in an anonymized, aggregated format (i.e., in a manner that does not identify you). If UPC cannot collect the Participant Information, Participant may not be eligible to participate in the UPC EV Pilot and may not qualify for UPC EV Pilot bill credits.
- UPC will share Participant information collected with North Carolina Electric Membership Corporation, UPC's wholesale power supply organization. This information will not be aggregated or anonymized.

Termination/Withdrawal

- UPC reserves the right to unilaterally remove any Participant from the UPC EV Pilot based on lack of participation (such as being offline for prolonged periods or for lack of Managed Charging participation and/or participation in the Simulated Emergency Events) or for any other reason, without liability or penalty. A notice will be sent to Participant within five (5) business days following removal from the UPC EV Pilot.
- Participants may withdraw from the UPC EV Pilot at any time, with notice to UPC, without penalty.

These Terms & Conditions may be altered, changed, modified or assigned by UPC at any time with or without notice to Participant. Bill credits available under the UPC EV Pilot may be changed, modified, substituted, replaced, ceased, or terminated at any time at UPC's sole discretion with or without notice to Participant. Participant's continued participation in the UPC EV Pilot constitutes Participant's acceptance of any and all such changes, replacements, assignments or terminations.



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DISCLAIMER OF LIABILITY; LIMITATION OF LIABILITY

UPC EXTENDS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. PARTICIPANT ASSUMES ALL RISK OF

PARTICIPATION IN THE UPC EV PILOT. UPC MAKES NO REPRESENTATION OR WARRANTY AND ASSUMES NO LIABILITY WITH RESPECT TO CODE COMPLIANCE, QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECTS OF ANY DESIGN, SYSTEM PRODUCT, EQUIPMENT OR APPLIANCE INSTALLED PURSUANT TO THE UPC EV PILOT, OR ENERGY SAVINGS, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARTICIPANT AGREES TO INDEMNIFY UPC, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AGAINST ALL LOSSES, DAMAGES, EXPENSES, FEES, COSTS AND LIABILITY ARISING OR RELATED TO ANY ACT, BREACH, DEFAULT OR OMISSION UNDER THESE TERMS & CONDITIONS OR IN CONNECTION WITH THE UPC EV PILOT. UPC DISCLAIMS ANY AND ALL RESPONSIBILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN THE UPC EV PILOT OR ARISING FROM OR IN CONNECTION WITH ANY BREACH OF THESE TERMS & CONDITIONS.