EVConnectNC Pilot Terms & Conditions

This Agreement is made by and between Wake Electric Membership Corporation ("Wake EMC") and the Member of Wake EMC.

Whereas, if the Wake EMC Member makes the voluntary decision to participate in this Pilot Program, then the Wake EMC Member understands that the following terms apply to the Pilot Program and the Wake EMC Member voluntarily agrees to each of the following terms:

- 1. This Pilot Program will extend from September 4, 2023 to September 3, 2024. This Pilot Program will be offered on a "first come, first served" basis for up to 150 participants.
- 2. I own a plug-in Electric Vehicle which can be supported and integrated with the WeaveGrid platform of services. I am an active Member in good standing of Wake EMC.
- 3. I agree to allow Wake EMC to share my Wake EMC Meter Number with WeaveGrid and NCEMC.
- 4. WeaveGrid will collect the following Information related to my Electric Vehicle from my Electric Vehicle manufacturer:
 - a. Total kWh charges;
 - b. Charging patterns and behaviors (Date/Time/kWh/Location of Charging Station/Duration of Charge/EV Battery State of Charge);
 - c. Wake EMC rate schedules will apply for each Electric Vehicle charge session at home.
- 5. I agree to allow WeaveGrid to provide this information collected in Paragraph 4 (as well as information described in Paragraph 7) to Wake EMC and North Carolina Electric Membership Corporation ("NCEMC").
- 6. I agree to allow WeaveGrid to share this Electric Vehicle Car charging data with Wake EMC for the purposes of (a) operating, administering, evaluating, analyzing, changing or improving the Pilot Program, (b) preparing and aggregating or anonymizing results and information about charging characteristics, and (c) understanding and evaluating participant habits and informing the development and creation of utility programs and load planning.
- 7. I understand that pursuant to my participation in this Pilot Program, I will also be providing my name, address and email address to WeaveGrid, and that my name, address and email address (and any other personal information I voluntarily choose to share with WeaveGrid) will be matched up with the information defined in Paragraphs 3 and 4 above. (The combination of the information collected as listed in Paragraphs 3 and 4 plus the additional personal information which I share with WeaveGrid will hereinafter be referred to as "Data").

- 8. All Data collected pursuant to this Pilot Program as identified in Paragraphs 3, 4, 5, 6 and 7 shall be owned by Wake Electric Membership Corporation ("Wake EMC").
- 9. I understand that Wake EMC, Union EMC and NCEMC may use and publish information regarding my participation in the Pilot Program and the Electric Vehicle charging so long as the information is presented in an anonymized, aggregated format.
- 10. I acknowledge that Wake EMC may send me emails, texts, and other notifications related to this Pilot Program, current rate information and/or Electric Vehicle related news.
- 11. I hereby release Wake EMC and NCEMC, their agents and employees from any and all claims, suits, liens, judgments, premiums for bonds, damages, including reasonable attorney's fees and costs, [or any claim of any third-party] (1) resulting from my participation in this Pilot Program, (2) resulting from any disclosure of this Data and (3) resulting from any Data Breach in which the Data is accessed by an unauthorized third-party or otherwise associated with a security incident, intrusion, breach, security breach, including a Ransomware Attack. I agree to indemnify and hold Wake EMC and NCEMC harmless from any third-party claims relating to any such unauthorized disclosure of this Data.
- 12. Wake EMC disclaims all warranties including implied warranties of merchantability, title and fitness for a particular purpose.
- 13. Wake EMC does not guarantee any services pursuant to participation in this Pilot Program and Wake EMC disclaims any responsibility or liability with respect to this Pilot Program, specifically with respect to projected energy cost savings or other benefits arising from the Pilot Program.
- 14. Wake EMC does not guarantee continuous uninterrupted service under this Pilot Program.
- 15. Wake EMC reserves the right to remove participants from this Pilot Program for any reason without liability or penalty.
- 16. I may unenroll from this Wake EMC Pilot Program without penalty by emailing <u>Shannon.King@wemc.com</u>.
- 17. I assume all risks of participation.
- 18. This Agreement is governed by the laws of the State of North Carolina.
- 19. I have read, understand and agree to these terms and conditions.
- 20. I voluntarily choose to enroll in this Wake EMC Pilot Program.