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CONNECTICUT ELECTRIC VEHICLE CHARGING PROGRAM - TERMS AND CONDITIONS

Terms and Conditions

These Terms & Conditions govern The United Illuminating Company ("UI") Connecticut Residential Electric Vehicle (EV) Charging Program (the "Program"). By submitting an application through the online portal or ev.energy mobile app, Participant acknowledges that Participant has read, understands, and agrees to these UI Terms & Conditions. Participant further acknowledges that UI has retained third party contractors to implement the Program and that the Participant may be required to accept additional Terms & Conditions from its contractors when accessing certain Program software applications provided by third party contractors. The parties acknowledge and agree that UI's contractors are third party beneficiaries of this Agreement. This Program is offered to UI residential customers who submit a complete application for a rebate for qualifying Networked Level 2 Charger ("Smart Charger") and/or wiring upgrades purchased and installed within 90 days of submitting this application, or a Vehicle Telematics enrollment incentive on or after January 1, 2023 through December 31, 2025. The application with required documentation must be submitted online through the application portal or via the ev.energy mobile app by December 31, 2025. Funding for this Program is limited to the period indicated or while funds last.

Defined Terms

Advanced Tier: a more sophisticated managed charging tier than the Baseline Tier where participants are rewarded for partnering with UI to optimize charging using UI's managed charging platform. This helps UI operate a more cost-efficient and flexible grid and requires more coordination between the participant and UI than Baseline. As such, UI offers more incentives for Advanced customers. Participants create a charging schedule and UI optimizes the charging schedules of all EVs to drive better grid system outcomes. Participants are required to keep a schedule and do their best to not override this schedule. For more specific details, please see the "Eligibility for Ongoing Incentives" section below.

Baseline Tier: the fundamental managed charging tier that most participants should consider joining. Here, participants are rewarded for shifting a large majority of their charging to off-peak periods. For more specific details, please see the "Eligibility for Ongoing Incentives" section below.

Holidays: for purposes of this Program, holidays are any of the following federally-recognized holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a weekday, the participant will not be expected to curtail their charging on that day.

Managed Charging Platform: a software and/or web-based portal that Participants will use to manage their participation in the Program. This Platform will allow Participants to track their performance with regards to earning incentives within their given tier of participation.

Networked Level 2 Charger ("Smart Charger"): a device used to supply an EV with electrical power. A Smart Charger connects to the Internet via wi-fi or cellular signals that enables wireless communication between the Smart Charger and internet-based systems provided by the Smart Charger manufacturer (i.e. a cell phone application or web-based portal).

Non-Networked L2: a device used to supply an EV with electrical power that does not connect to or communicate wirelessly with the internet.

Original Equipment Manufacturer ("OEM"): the original manufacturer of an electric vehicle or Smart Charger.

Participant: A Residential Customer of UI that meets the eligibility requirements of the program and participates in either the Baseline Tier or Advanced Tier through a qualified Smart Charger or Vehicle Connection.

Program Notifications: emails, text/SMS, or other notifications related to customer responsibilities for the Baseline or Advanced Tiers of participation.

Qualified: Smart Chargers and Vehicle Connections that conform to UI's Qualified Product List and/or are otherwise determined by UI as compatible for participation in the Program.

Residential Customer: new or existing UI Connecticut customers living in a single-family home or a multifamily home with four or fewer units on the property. Multifamily homes must be separately metered with separate UI accounts.

Vehicle Connection: the capability of a vehicle to connect to the internet via on-board telemetry (telematics) that enables wireless communication between the vehicle and internet-based systems provided by the vehicle manufacturer (i.e. a cell phone application or web-based portal).

Wiring Upgrade: electrical wiring constructed at the Participant's EV charging location that is required for Participant to install and operate a Networked or Non-Networked Level 2 Charger.



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Eligibility Requirements for Upfront Rebates (Smart Charger and/or wiring Upgrades) or Enrollment Incentives (Vehicle Connection or Existing Smart Charger)

Program incentives and eligibility criteria are authorized by the Public Utilities Regulatory Authority (PURA) and are subject to change. To be eligible to participate in the Program, Participant must adhere to the following conditions:

General Eligibility Requirements

- Be a UI Residential Customer with an active utility electric account.
- Own or lease a plug-in hybrid electric vehicle or a battery electric vehicle.
- Each UI electric account may have a maximum of two participating EVs that receive upfront incentives, one for each participating EV.
- The Program requires the participant to enroll in the Baseline Tier or Advanced Tier of participation and actively participate in either tier and fulfill the requirements therein. (See Eligibility Requirements for Ongoing Incentive in the Program) in order to receive any Upfront Rebates (Smart Charger and/or wiring upgrades) or Enrollment Incentives (Vehicle Connection or existing smart charger).
- Participant cannot receive both rebates for a Smart Charger and an Enrollment Incentive. Participant may combine rebates for wiring upgrades with rebates for a Smart Charger or Vehicle Connection.
- UI customers enrolling in this Program cannot also be enrolled in another, separate managed charging program or pilot. Customers that transition from another managed charging program or pilot can receive ongoing incentives for participating in this program but cannot earn additional upfront incentives or rebates.

Requirements for Smart Charger Rebates

- UI will pay up to a \$1000 rebate or the total purchase price of the Smart Charger, whichever is less. Rebates will be paid to eligible Participants who meet the General Eligibility Requirements and complete the enrollment process with a Smart Charger.
- Participants receiving rebates for both a Smart Charger and any wiring upgrades may receive an upfront rebate no greater than \$1,000.
- The rebate amount will be less any grants, credits, rebates, or other incentives received by the Participant to purchase a Smart Charger from sources external to this Program.
- Limit of two sets of rebates per customer electric account, as long as there are two vehicles eligible to participate at the address of the account.
- The Smart Charger must be listed on the EV Charger Qualified Products List ("QPL") and be installed at the service address listed on the application. The current QPL is available on the Program website: www.uinet.com/EVProgramsForYourHome
- UI must be able to confirm the Smart Charger is connected to the manufacturer-supported communication network and that UI can receive data.
- Participant will receive enrollment and activation instructions that are specific to your chosen Smart Charger in the confirmation email that you receive when you submit your Program application.
- When installed, the Smart Charger must be securely mounted to an immovable structure.
- A complete application must be submitted within 90 days of the purchase date of the Smart Charger, listed on the receipt.

Wiring Upgrade Rebate Requirements

- UI will pay up to \$1000 or the total amount paid for qualifying expenses described below, whichever is less, to eligible Participants who meet the General Eligibility Requirements and complete the enrollment process in the Program.
- Participants receiving rebates for both a Smart Charger and any wiring upgrades may receive an upfront rebate no greater than \$1,000.
- Limit of two Wiring Upgrade rebate per customer electric account.
- Qualifying expenses for the Wiring Upgrade are the installation labor, materials, and applicable permitting costs to install a 208 Volt or 240 Volt electrical circuit of 30 Amps or more to a location suitable for electric vehicle charging.
- Electrical work must be completed by a qualified professional, in full compliance with laws and regulations.
- The Participant must supply the required documents listed in the "Required Documentation" section below
- In order to be eligible for rebates for wiring upgrades, the work must be completed before submitting an application. **The application must be submitted within 90-days of the invoice date.**

Vehicle Connection (Telematics) Enrollment Incentive Requirements:

- A vehicle connection, also referred to as "Telematics", activates a network connection directly to your vehicle. Not all EV OEMs offer telematics. Check with your OEM to see if your vehicle is equipped with telematics.
- Please be aware that in order to participate through an EV's telematics, customers may need to subscribe to a service provided by their EV's manufacturer. It is the customer's responsibility to understand the costs associated with their chosen path of participation, including any costs associated with enabling this method of device integration.
- Your vehicle manufacturer may update their telematics platform resulting in a disconnection from the Program Administrator's system. If this occurs, UI will work with the Program Administrator to resolve these issues in a timely manner.
- If your vehicle supports this type of telematics connection, your enrollment enables you to receive the listed rebate in conjunction with incentives accrued through participation in the Program.



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CONNECTICUT ELECTRIC VEHICLE CHARGING PROGRAM - TERMS AND CONDITIONS

PAYMENT: Payment for complete and accurate applications are typically issued within 20-40 business days. Payments are sent via the participant's preferred payment method (Venmo or PayPal), selected on the managed charging platform. Please contact the Program with questions about your rebates by emailing UnitedIlluminating@ev.energy.

APPROVAL AND VERIFICATION: UI reserves the right to verify Smart Charger equipment installation and network connectivity before or after issuing a rebate. Participant agrees to provide reasonable access to Participant's residence to inspect and verify installation and connectivity for up to two years after the date of the application. UI reserves the right to verify sales transactions. UI and its contractors do not make any warranties or representations of any kind, whether statutory, expressed, or implied for the performance or installation of the equipment as a result of the approval and verification process. Participant also grants UI the right to confidentially share account number information internally for rebate processing procedures.

TAX LIABILITY: UI will not be responsible for any tax liability that may be imposed on the Participant as a result of the payment of rebates.

ENDORSEMENT: UI does not endorse any particular manufacturer, contractor, vendor, product, retailer or system design in promoting this Program.

LIMITATION OF LIABILITY: Liability of UI and its contractors is limited to paying the rebates specified. UI and its contractors are not liable for any damages arising out of or resulting from participation in this rebate offer, including but not limited to loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind, as well as any indirect, incidental, punitive, special, or consequential damages, or for any damages in tort connected with or resulting from participation in this Program. Applicant understands that all funding for rebates and incentives under this Program derives from UI ratepayers in part by approval from the Public Utilities Regulatory Authority (PURA). UI does not guarantee the availability of funding for the Program and is not responsible for any costs or damages incurred by applicant if funding for this program is reduced or eliminated by the State of Connecticut or PURA action. Funding is subject to change at any time without notice.

OWNER'S CERTIFICATION: Owner certifies that he/she has purchased the system listed on the application and the charger was installed by a licensed contractor at the defined location. Owner agrees that all information in the application is true and that he/she has conformed to all Program and equipment requirements listed.

WARRANTIES: UI AND ITS CONTRACTORS DO NOT WARRANT THE PERFORMANCE OF INSTALLED EQUIPMENT, EXPRESSLY OR IMPLICITLY. UI and its contractors make no warranties or representations of any kind, whether statutory, expressed, or implied, including without limitations, warranties of merchantability or fitness for a particular purpose regarding the equipment or services provided by a manufacturer, contractor or vendor. Contact your retailer, manufacturer, vendor or contractor for details regarding equipment performance and warranties.

Eligibility Requirements for Ongoing Incentives: The Ongoing Incentives require a continuous communication link between UI and the Participant's Smart Charger or Vehicle via Telematics Connection. This allows UI to request a reduction in power used for EV charging throughout the year to reduce demand during times of high stress on the electrical system. By enrolling in the Program, the Participant authorizes UI to automatically adjust or stop the Qualified Smart Charger or Vehicle Connection charging speeds and charging times during these times.

Participants in the Program are required to choose one of two participation tiers: Baseline Tier or Advanced Tier. Below are Terms and Conditions of each tier. These Terms and Conditions are exclusive of one another and do not overlap. Participants will join one tier or the other, not both.

It is the Participant's responsibility to educate themselves on the details of the Program and choose the participation tier that best aligns with their needs and ability to meet relevant requirements of the selected tier. This means that Participants must familiarize themselves with the Program Participant Guide before deciding whether and how to join this Program. Please visit our website [here](#) for this guide.

APPLICATION: The application must be filled out completely, truthfully, and accurately. The Participant must submit the completed application with the required documentation requirements listed below.

REQUIRED DOCUMENTATION: Required documents are:

Smart Charger Rebates:

- Receipt or invoice marked as paid showing the charger manufacturer, model name/number, and purchase price
- A photo of the charger installed at the service address. When installed, the Smart Charger must be securely mounted to an immovable structure.
- A photo of the charger's label, clearly showing the serial number

Wiring Upgrade Rebates:

- An invoice marked as paid showing the installation address, the contractor's name, license number and address, the date the work was completed, the cost of labor and materials (separate from the EV charger cost if it is included on the invoice)
- A photo of the location served by the new electrical circuit (if you are also submitting a smart charger application, the photo of the installed charger meets this requirement)

W-9:

- If the assigned payee of rebates is a business and the total rebate amount is greater than \$600, you must attach a completed W-9 and rebates will be reported to the IRS unless proof of tax-exempt status is provided.

Baseline Tier Participation Requirements:

In order to be eligible for ongoing incentives in this tier, Participants must agree to and follow the guidelines below:

- For Participants to receive incentives in the Baseline Tier, they must ensure that 80% or more of the time that they charge occurs during the off-peak period.
- The off-peak period is anytime outside of the on-peak period which is 3pm to 9pm on non-holiday weekdays.
- If a Participant charges their EV 80% of the time during the off-peak period in a given month, they will be entitled to a \$10 incentive for that month.
- An enrolled Participant in the Baseline Tier could earn up to \$120 per year for full participation in off-peak charging in each of the 12 months of the year.
- Participants will use the Managed Charging Platform to set their EV's charging schedule to ensure that charging happens outside of the 3pm to 9pm window on non-holiday weekdays.
- Participants will be able to track their performance and adjust their behavior by creating an account and accessing the Manage Charging Platform Provided by UI.
- Failure to earn an incentive in a given month does not impact incentives in other months.
- The participating EV or EV Charger must be used for a minimum of 15-minutes in a given month to earn an incentive for that month.
- In the event of severe and unexpected grid stress, UI may initiate an Emergency Demand Response Event. While event participation is optional, participation is strongly encouraged to help reduce grid stress.

Advanced Tier Participation Requirements:

In order to be eligible for ongoing incentives in this tier, Participants must agree to and follow the guidelines below.

UI will monitor each Participant's charging behavior and reward Participants for their performance against one set of criteria: the ability to coordinate with UI to set and maintain a charging schedule that avoids on-peak charging.

Setting a Managed Charging Schedule in the Advanced Tier:

- The Advanced Tier requires Participants to use UI's Managed Charging Platform to set and maintain two inputs: a **State of Charge (SOC)** (in app, called "maximum charge limit") that the Participant needs, and the **Time Charge is Needed (TCIN)** (in app, called "ready by time"). The Participant will use the Managed Charging Platform to set these inputs and manually adjust them as their needs change.
- Using these inputs, UI will optimize the charging of all Advanced Tier Participants and avoid charging during on-peak periods while ensuring that each Participant receives the SOC they need at their desired TCIN.
- Participants always retain the right to opt out of their schedule and resume charging.
- Participants that do not override the Smart Charge feature on the Managed Charging Platform more than for greater than 15 minute sessions in a given month will be eligible for a \$25 incentive for that month.
- UI retains the right to curtail EV charging at any time of day, however this will be rare outside of the on-peak period and Participants always retain the right to override curtailments.
- An enrolled Participant in the Advanced Tier could earn up to \$300 per year for full participation in scheduled charging in each of the 12 months of the year.
- The participating EV or EV Charger must be used for a minimum of two 15-minute intervals per month.
- By virtue of requiring Participants to regularly adjust these inputs, the Advanced Tier requires Participants to do more on a daily basis than the Baseline Tier. **As such, it is the Participant's responsibility to understand the requirements associated with this tier before enrolling.**

Emergency Demand Response in the Advanced Tier

- In very rare circumstances throughout the year, there can be moments of very high stress on UI's system. In cases of extreme stress that results in an emergency for the system, UI will initiate an Emergency Demand Response Event during specific high-stress hours. By default, UI will pause charging of all Participants for the duration of the emergency.
- If a customer does not want to participate in an Emergency Demand Response Event, they can simply use the Managed Charging Platform to opt out of that Event. Customers in the Advanced Tier are required to participate in all Emergency Demand Response Events in a given month in order to receive their incentive in that month.



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CONNECTICUT ELECTRIC VEHICLE CHARGING PROGRAM - TERMS AND CONDITIONS

Key Details & Participation Requirements Applicable to BOTH Baseline & Advanced Tiers:

- Participant agrees to actively participate in the Program for a 24-month period from the date of vehicle or EV charger connection to the Managed Charging Platform.
- Participant is required to remain in their tier of choice for a 12 month period from the date of vehicle or EV charger connection to the Managed Charging Platform. After that 12 month period, the participant can decide to change their tier of participation.
- Vehicles participating in either tier through their telematics may occasionally be “pinged” or “pulled” by the program administrator to monitor charging progress.
- When resuming the charge delivered to the Participant’s EV or EV charger after curtailing or throttling charging in either Baseline or Advanced Tiers, United Illuminating may use a “staggered start” for the participating EVs and EV chargers. This would mean that the Participant’s charging may be staggered 15 or 30 minutes to avoid creating a new peak when all EVs and EV chargers resume charging at once.
- If the Participant disagrees with the monthly charging results, the Participant can dispute their results by submitting an appeal via email to UnitedIlluminating@ev.energy. UI and ev.energy will review your charging history and confirm the accuracy of the results of the monthly charging report. UI reserves the right to uphold results in the monthly report and deny appeals.
- Participants joining the program will be able to participate in Managed Charging from the date of vehicle or EV charger connection to the Managed Charging Platform. If a Participant enrolls after the 15th day of a given month, the Participant can participate, but will not receive incentives for that month, and will begin receiving incentives for months following the end of that month.
- Participants joining before the 15th of a given month will be entitled to the relevant incentives of their participation tier for that month, subject to the requirements listed above and assuming the Participant meets those relevant requirements.
- Participants can expect to receive the payment for incentives earned in a given quarter in the form of a deposit to their Paypal or Venmo account quarterly, the month following the end of each quarter. PayPal and Venmo are subject to additional terms and conditions of the issuer.
- Rebates will be issued to the UI account holder’s name listed on the Rebate application unless otherwise directed by the Participant.
- UI and its contractors may offer alternative rebate or reward structures in lieu of the rebates or rewards described above.
- If a participant fails to shift their EV charging habits in a manner consistent with their tier of participation for 6 consecutive months, the participant may be required to pay back a prorated portion of any upfront rebates and incentives they may have earned when joining the program

Program Participation Timelines and Withdrawal:

- Participants may unenroll from the Program without penalty after participating in the Program for a minimum of 24 months from the date of vehicle or EVSE connection to the UI’s Managed Charging Platform. After the initial 24 months, the Participant will continue in the Program until they unenroll by emailing HomeEV@uinet.com.
- Participants unenrolling prior to completing the 24 months of participation or that continually fail to meet the performance requirements of their chosen participation tier (Baseline Tier or Advanced Tier), may be required to pay back a prorated portion of the Smart Charger Rebate, Wiring Upgrade Rebate, or Vehicle Connection Incentive. Exceptions may be granted at UI’s sole discretion.
- If Participant moves to a different residence within the UI service area, Participant may continue to participate in the Program if the new residence meets the eligibility requirements in these Terms and Conditions. Participant must communicate any change of address to the Program. A Participant moving outside of UI territory shall be an approved reason for ending participation before completing 24 months.
- Rebates available under the Program may be changed, modified, substituted, replaced, ceased, or terminated at any time at UI’s sole discretion with or without notice to Participant. Participant’s continued participation in the Program constitutes Participant’s acceptance of any and all such changes, replacements, assignments or terminations.

Program Information Sharing:

Participant agrees and authorizes that:

- UI may send Participant emails, text/SMS, and other notifications related to the Program, including notifications about enrollment status and Program-related adjustments to the Vehicle Connections or Smart Charger settings. The Participant may select their preferred method of communication on the account management section of UI’s Managed Charging Platform.
- UI may send Participant emails related to the fulfillment of seasonal incentives.
- The OEM will share certain information with UI regarding Participant required for Participant’s enrollment and participation in the Program. This may include Personally Identifiable Information (“PII”). PII may include the Participant’s first and last name, work and/or personal emails, home address, and phone number. The information shared may also include Participant’s EV charging electricity usage information, including but not limited to charging patterns (start date and time, duration of charging), managed charging opt-out and communication network connectivity (collectively “Participant Information”). Participant releases OEM from any and all claims against it, its employees, officers and directors, arising out of or in connection with this sharing of Participant Information.
- UI may use Participant Information in order (a) to operate, administer, market, evaluate, analyze, change or improve the Program, (b) to prepare and present general, aggregated or anonymized results and information about the Program to third parties, including governmental entities such as the electricity system regulatory bodies and (c) for UI to understand and evaluate Participant habits and to inform the development and creation of utility programs and load planning. UI may also use and publish information regarding your participation in the Program and your use of the Smart Charger or Vehicle Connection so long as the information is presented in an anonymized, aggregated format (i.e., in a manner that does not identify you).