

# VEC Electric Vehicle Flexible Load Program Member Participation Agreement

## Terms

1. **Eligibility:** Only residential members in VEC service territory, with an eligible electric vehicle (EV) can participate in the Electric Vehicle Flexible Load Program (Program).
2. **Access to EV:** To participate, you must enroll your EV in VEC's communications platform. VEC will call events lasting 2-4 hour when we expect peak demand and will send a signal to your EV not to charge during that time period. You will receive advance notice by email of events and can opt out of specific events, if needed.
4. **Consent to Data Usage:** As part of this program, you consent to VEC and /or the software provider accessing and using certain customer data and information from the EV, including your energy usage and consumption data. This information will be used to assist in programming, analyzing, monitoring, and controlling the charging, as well as other uses consistent with VEC's Privacy Policy (available at <https://vermontelectric.coop/privacy-policy>).
5. **Member Access Responsibilities:** To participate in this program, you must: (i) have a working and reliable internet connection and other related equipment, including a Wi-Fi network, in your home that is positioned to communicate with the EV reliably; (ii) have an internet service provider ("ISP"); (iii) keep VEC updated in the event your contact information for event notifications changes, or in the event that you move; (iv) install other system elements or equipment that may be specified as required by VEC; and (v) have a smart-meter or agree to have one installed. You are responsible for all internet service fees charged by your provider. If you do decide to move, you agree to notify VEC that you are moving. Subject to eligibility, you can continue participation in the Program by sending VEC written notice indicating (1) your new address (must be in VEC service territory) and the date that you will move in (the "move-in date"); and (2) that you will reenroll your EV at your new address within 90 days of your move-in date.
6. **Termination if Unit Not Connected or You Decide Not to Participate:** Your participation in the Program will terminate early in the event that (i) you do not enroll the EV within 90 days (or within 90 days of your move-in date if you move during the Term); (ii) If at any point prior to the end of the Term, VEC is unable to communicate with or access the EV, and communication or access is not restored by you within 45 days after notice from VEC or; (iii) if at any point prior to the end of the Term, you notify VEC that you are moving and you will discontinue participation in the Program; or (iv) you elect to terminate this agreement with 45 days' notice by contacting VEC.
7. **\*\*Acknowledgment of Customer: \*\*** You acknowledge and agree that VEC will be permitted access to data from the EV and to control the EV charging as specified by the parameters in this agreement. You acknowledge that you remain responsible for the maintenance and repair of the EV. VEC makes no warranty or representation, whether express or implied, statutory or otherwise, including but not limited to including any warranty of merchantability, noninfringement, or fitness for a particular purpose.
8. **Term:** This Agreement shall commence upon the day that you receive the charger and shall continue until you elect to discontinue participation in the Program.

9. Liability: To the extent permitted by law, VEC shall not be liable for any direct, indirect, special or consequential damages to any persons or property resulting from or arising out of the use, repair, delay in repairing, replacement of, modification to, unavailability of, or performance of the EV. VEC is not responsible for any costs related to the repair, maintenance or replacement of the EV.

10. Indemnification: Except to the extent caused by VEC's own negligent or intentional acts, you shall indemnify and hold harmless VEC for any injury or damage to any persons or property arising from your access and use of the EV.

11. Notice and Miscellaneous: This Agreement shall be governed by the laws of the State of Vermont and shall only be modified in writing agreed to by both you and VEC.

12. Electronic Communication: As a participant in the program, you consent to receive communications from VEC electronically. You agree that any agreements, notices, disclosures or other correspondence provided by VEC in electric format satisfy any legal requirement that such communication be in writing.