

# FLINT ENERGIES: TERMS AND CONDITIONS GOEVWHERE SMART CHARGING

The Go EVwhere Smart Charging Program (the “Program”) offered by Flint Energies is a study being piloted to determine the effectiveness and viability of electric vehicle (EV) owners’ ability to mitigate strain on the electric distribution system and reduce power costs by controlling their EV charging.

Flint Energies’ members will have the opportunity to earn an incentive by allowing shared access to their EV telematics data to Flint Energies and being willing to avoid charging at peak times, which will help reduce wholesale power costs and mitigate expensive infrastructure upgrades to the electric distribution system. Below are important terms to understand and agree to in order to participate in the program:

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This agreement is entered into, by and between Flint Electric Membership Corporation, dba Flint Energies, and the undersigned, hereinafter “Member” or “You” as follows:

## TERMS

- 1. Eligibility:** A full list of eligibility requirements are provided on Flint Energies’ website at [flintenergies.com](http://flintenergies.com).
- 2. Access for Utility:** To participate, you must allow Flint Energies access to your car’s telematics data. This means that you, the Member, are responsible for (i) a working and reliable internet connection and other related equipment in your home that is necessary to communicate reliably; (ii) an internet service provider (“ISP”); (iii) any other system elements that may be specified by Flint Energies or the manufacturer of any required equipment (i.e. smartphone apps). You are responsible for all fees charged by the ISP or the EV original equipment manufacturer (OEM) in connection with participation in the Program.
- 3. Incentives:** By participating in the Program, you have the ability to earn incentives. Flint Energies will use bill credits as the primary incentive mechanism but may choose to use other methods as needed. Participants will be evaluated on a monthly basis for an incentive, but the incentives may be aggregated and paid out after each summer or winter season or once per year. The amount of the incentive or any change in the incentive will be provided by Flint Energies at the beginning of each respective season or year.

A successful participant in the Program will abide by these terms and conditions and avoid charging their EV during the on-peak periods provided by Flint Energies. Participants can charge during these on-peak periods; however, those instances will count as an “opt-out” and each participating EV is limited to a certain amount of “opt-outs” each month or season to maintain eligibility for the incentive. Flint Energies will provide the maximum amount of “opt-outs” that qualify for an incentive before each season and will provide notice if that amount ever changes.

Flint Energies has the right to add, update, or remove any incentives from any participant based on eligibility, participation, or other factors at any time during the program.



**4. Device System Performance:** Your participation in the Program will be terminated if Flint Energies is unable to communicate with the EV or access the telematics data and if communication is not restored within 30 days after notice from Flint Energies. A loss of communication that spans more than 25% of the current month will result in the forfeiture of that month's incentive. If communication or access is restored at a future date, you may opt back into the Program, if there is availability. Reconnection as provided herein will be allowed once annually.

**5. Control of Device:** You acknowledge that Flint Energies will have the ability to send charging control commands to certain makes and models of EVs and agree that Flint Energies may access and send charging control commands if ever necessary. Charging control commands could be used to protect the distribution system or to curtail power if required by Flint's generation and transmission partners. Members will be sent notification of a charging control event, if possible, via, SMS, email, social media, or other methods with as much advance notice as reasonably possible.

**6. Data Access:** As part of the Program, you consent to Flint Energies and/or Flint Energies' third-party vendor's access and use of the following Member telematics data and information:

- UID (Unique Identifier)
- Manufacturer
- Model of Vehicle
- Model Year
- Account Number
- EV Battery Capacity
- Charging Status
- Power Consumption of EV
- State of Charge
- Binary Location Status (Home/Not At Home)

as well as non-sensitive personally identifiable information. By signing up to participate in the Program, Member consents to this information being accessed and provided to or by Flint Energies and/or a Flint Energies' third-party vendor. This information will be used to assist in programming, reporting, monitoring, and sending control commands to the EV if necessary, as well as other uses consistent with Flint Energies' Privacy Policy, also known as policy #B-95 (available upon request), and as provided in applicable third-party vendor terms and conditions. No member telematics data will be sold to a third-party.

**\*\*7. Acknowledgment of Customer:** \*\* You acknowledge and agree that Flint Energies will be permitted to have read-only access to telematics data and will have the ability to control the EV charging system as necessary. You acknowledge that you remain responsible for maintenance, repair, and replacement of the EV and charging system.

**8. Enrollment & Term:** This Agreement shall commence upon your enrollment and shall continue for the life of the program or until either party terminates this Agreement. Either party may terminate this Agreement by providing the other party 30 days written notice of termination.

**9. Liability:** Flint Energies shall not be liable for any direct, indirect, special, or consequential damages resulting from or arising out of participation in the Program. Further, Flint Energies shall have no liability arising out of any use, repair, delay in repairing, replacement of, modification to, unavailability of, or status of the EV or EV charging equipment and Flint Energies shall not be liable and you shall hold Flint

Energies harmless for any costs related to the repair, maintenance, or replacement of your EV or EV charging equipment.

**10. Indemnification:** You shall indemnify and hold harmless Flint Energies for any injury or damage, to persons or property, arising from Flint Energies' access and use of the EV telematics data or EV charging system, or caused by any breach of this Agreement by you, your negligence, or that of your household members, agents, servants, employees, tenants, licensees, invitees, tenant's invitees, or independent contractors, except to the extent the injury or damage arises out of Flint Energies willful misconduct or gross negligence.

**11. Notice and Miscellaneous:** This Agreement shall be governed by the laws of the State of Georgia. Any modification of this Agreement must be in writing and signed by You and Flint Energies.