

Customer Participation Agreement

Massachusetts Clean Energy Technology Center (“MassCEC”) an independent public instrumentality of the Commonwealth of Massachusetts (the “Commonwealth”) has contracted with Resource Innovations, Inc., (“Program Implementer”) to administer and implement a program for facilitating siting and installation of Electric Vehicle Supply Equipment and Electric Vehicle Charging Station (collectively “EVSE”) through the Vehicle to Everything Demonstration Projects Program (the “Program”), being funded by the Commonwealth through the American Rescue Plan Act of 2021 (“ARPA”).

Program Implementer will be responsible for reviewing the undersigned applications submitted by those wishing to participate in the Program (“Customer”), Program management, ensuring EVSE Installers are paid for qualifying Program expenses, and reporting out Program information to MassCEC. out Program information to MassCEC.

By submitting an application and signing below, the Customer desires to participate in the Program, and has entered into an agreement with Program Implementer to install certain EVSE’s on property owned or controlled by the Customer (“Site”) located within the Commonwealth (the “Agreement”).

Program Period: The Program is offered from April 1, 2025, through December 31, 2026.

Eligibility: To participate in the Program, Customer must:

- 1) Own or lease an Electric Vehicle (“EV”) which is (a) capable of bi-directional power flow and (b) capable of Vehicle to Home (“V2H”) or Vehicle to Grid (“V2G”).
- 2) Primarily charge their EV at the proposed Site of EVSE installation in Massachusetts, with the expectation that they will do so through the Program Period.
- 3) During the Program Period, the Customer agrees to share with Program Implementer and its subcontractors, data from any charging equipment installed as part of the Program, as well as Customer experiences, maintenance, and operation logs. This data will be collected and analyzed to inform a Public V2X Guidebook. This data will be collected through December 31, 2026. Personally identifying data will not be included in the V2X Guidebook without additional approval and consent.

Customer must agree to these Terms and Conditions as a prerequisite to inclusion in the Program. MassCEC or Program Implementer reserves the right to refuse service to any Customer that does not meet its Program requirements.

Site Ownership: Customer represents and warrants that it has the right to install, own, operate, and maintain the EVSE on the Site. Without limiting the foregoing, if the Customer does not have fee simple ownership of the Site, Customer shall obtain any required approvals from the property owner, landlord, and/or corporate offices to install EVSE on the Site and provide written evidence of such approval upon request by Program Implementer. If a property with EVSE(s) installed under this Program changes ownership, leaseholdship or management, participation in this Program can be assumed by the new owner, lessee or manager that is willing to meet the requirements set forth in this Agreement. In the event the new owner, lessee or manager does not continue participation in

this Program, MassCEC reserves the right to pursue reimbursement of the cost of the EVSE services from Customer if Customer violates the terms of this Agreement.

Dedicated Point of Contact: Customer agrees to provide a dedicated point of contact to Program Implementer and the EVSE Installers for coordination purposes throughout the project.

Program Services Offered: The Program is offering the following services at no cost to Customer. Customers may receive all or a subset of these services, at MassCEC or Program Implementer's discretion: For the installation of a bi-directional electric vehicle charger and any associated electrical work:

- On Site Assessment;
- Construction Plan;
- Permitting and Interconnection;
- EVSE Procurement and Installation, including additional equipment as required for EVSE installation;
- EVSE Software; and
- Maintenance and Operations Plan.

EVSE Installers: As a convenience to Customer, the Program has identified certain contractors and service providers who are approved to assist Customer in participating in the Program, Site design, and installation of EVSE at the Customer's Site ("EVSE Installer"). For this Program, Customer will be required to engage an EVSE Installer approved by the Program to perform qualified services and install measures through the Program. The list of approved EVSE Installers will be provided on the Program's website. Customer will contract directly with an EVSE Installer, who will be responsible for reviewing the Customer project, Site design, supplying additional equipment required for the EVSE installation, and coordinating with electrical subcontractors for installation of the EVSE. Customer acknowledges that Program Administrators, and the EVSE Installers are independent contractors with respect to the Program, and that EVSE Installers are not authorized to make representations or incur obligations on behalf of MassCEC or Program Administrators. Participation as an EVSE Installer does not constitute an endorsement by MassCEC, the Program or Program Administrators, nor does it certify or guarantee the quality of work performed.

EVSE Installations: Neither MassCEC nor its Program Implementer are responsible for the proper installation or performance of the EVSE and are not responsible for any claims the Customer might have against the manufacturer, the retailer or the EVSE Installer with regard to the installation, maintenance or operation of the EVSE. Responsibility for delivery and workmanship related to any equipment or services the Customer receives exclusively rests with the EVSE Installer or subcontractor providing such services. All EVSE must be installed by qualified and licensed contractors in accordance with state and local codes, permitting and inspection requirements.

EVSE Connection and Maintenance: The Customer must install, operate, maintain, and network (via WiFi, hardwired connection, or cellular connection) the EVSE with an approved and qualified organization, that supplies software connecting the EVSE to enable asset management, usage monitoring, and the transmission of EVSE Utilization Data ("Network Provider"). The Customer

understands and agrees that after the EVSE is installed, the Customer shall operate and maintain the EVSE in a safe manner and in accordance with the manufacturer's recommendations.

Site Access: Customer agrees to permit Program Implementer and its consultants to conduct inspections at the Customer's Site before, during, and after installation of the EVSE during the Program Period. Program Implementer reserves the right to inspect EVSE, which may include taking photographs of the Site. Program Implementer will give Customer commercially reasonable advance notice that it will carry out an on-site EVSE inspection to allow for scheduling of the inspection.

EVSE Data and Customer Information: Customer acknowledges and agrees that collection of Customer's data associated with the Program is critical to evaluation of the Program. Customer acknowledges and agrees that the Program Implementer and Network Provider may have access to personally identifiable information ("PII") that the Customer submitted as part of project application materials. Should PII need to be transmitted between the Network Provider, the Program Implementer, and MassCEC, all reasonable measures will be taken to anonymize such data whenever possible and where anonymization is not possible to securely transfer any Customer PII between the entities. Collection and processing of Customer PII will be done in accordance with these Terms and Conditions and Program Implementer's Privacy Policy, which can be accessed at: <https://www.resource-innovations.com/privacy-policy>.

As a condition of participation in this Program, Customer authorizes MassCEC and Program Implementer to solicit and receive from EVSE Installer and Network Provider certain information relating to Customer's use of the EVSE installed. Customer agrees to allow MassCEC, Program Implementer, and the Network Provider to have access to and use of certain Customer data and information, including charging data, energy usage, and consumption data. Specifically, Customer consents to the collection and sharing of EVSE Utilization Data by The Mobility House, LLC ("TMH"), as a Network Provider and subcontractor to the Program Implementer and MassCEC, and for the specific purpose of fulfilling reporting requirements for the Program. "EVSE Utilization Data" means EVSE utilization information provided by the manufacturer of the EVSE, a Network Provider, or the Customer which may include, but is not limited to, EVSE energy usage as applicable to the Program. See Appendix A for a comprehensive list of EVSE Utilization Data that is expected to be shared under the Program.

In addition to the above, Customer authorizes TMH to collect and use EVSE Utilization Data including but not limited to charger location, EV model, and usage pattern, to determine eligibility for participation in EV charge management programs and other demand-side management initiatives ("EV Programs") during the Program Period. EVSE Utilization Data may need to be shared with program operators as part of the EV Program(s) in which the Customer is enrolled. See Appendix A for a comprehensive list of EVSE Utilization Data that is expected to be shared as part of any EV Program in which the Customer is enrolled.

Customer acknowledges that EVSE Utilization Data will be collected and processed in accordance with TMH's Privacy Policy, which can be accessed at https://www.mobilityhouse.com/usa_en/privacy-policy. This policy outlines TMH's practices regarding the collection, use, and sharing of data collected through the ChargePilot software.

Customer further authorizes and acknowledges that MassCEC, Program Implementer, and TMH, as a subcontractor, may duplicate, disseminate, release and disclose Customer's information relating to a Program application (including the entirety of its contents), and any other information related to the Customer's participation in the Program, including but not limited to account information and billing data, energy usage, and tax identification numbers for the purposes of processing the Customer Application, to confirm eligibility, and to verify EVSE installation to monitor compliance with this Agreement.

Such disclosure may also be made as required to comply with state and/or federal law, fraud prevention, regulation, and other legal action; in those cases, MassCEC, Program Implementer, Network Provider, and its subcontractors shall comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure.

EV Program Enrollment and Participation: Once their EVSE is installed, the Customer may be eligible to participate in EV Programs administered by their utility or other authorized Program facilitator. These programs may include demand response events, load shifting initiatives, or other utility-sponsored grid services. As a part of these EV Program-issued events, EVs may be commanded to pause charging, start charging, or start discharging.

Customer agrees to permit TMH to enroll their EVSE assets in eligible EV Programs during the Program Period. This includes allowing TMH to: (1) manage charging and discharging operations to support Program events and (2) share relevant EVSE Utilization Data with Program facilitators. Customer retains the right to opt out of any EV Program event at their discretion.

The Customer will always have the opportunity to opt-out of participating in any EV Program events; however, EVSEs must remain connected to the approved Network Provider for Program data collection and operational integrity.

As part of the Program benefits, Customers in the Commercial and School cohorts will receive a 5-year subscription to TMH ChargePilot software. The subscription period begins when the EVSE has been commissioned and energized. More information on ChargePilot services can be found here: https://www.mobilityhouse.com/usa_en/solutions/chargepilot. For Residential Customers, TMH services will vary based on equipment. Residential Customers will have the option to extend TMH services at the end of the Program Period.

Removal of EVSE: EVSE installed under this Program shall remain in place through the Program Period. In the event Customer decides to remove the EVSE after the Program Period, Customer understands and agrees it is obligated to properly remove and dispose of, recycle, or de-energize the EVSE in accordance with all applicable laws and regulations and that such efforts are taken at Customer's sole expense.

Publicity of Customer Participation in the Program: MassCEC and/or Program Implementer may request the use and reference (for promotional and regulatory purposes), information about the Customer's participation in the Program, including, but not limited to, the Customer's name, the Site location, usage data, and a description of the EVSE installed through the Program at the Site. MassCEC and/or Program Implementer will first make any such request to the Customer, and Customer will provide their approval within fifteen (15) business days of the request.

Indemnification: Customer shall defend, protect, indemnify and hold harmless MassCEC, Program Implementer and their respective directors, employees, contractors, agents, subcontractors, and service providers (collectively, the “Indemnified Parties”) against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, costs (including attorney’s fees and expenses) and liability (“Claims”) arising out of or related in any way to, directly or indirectly, Customer’s participation in the Program; provided however, that Customer shall not be required to indemnify and hold harmless any Indemnified Party member against Claims adjudicated to have been caused by their sole negligence or willful misconduct.

Limitation of Liability: Customer is responsible for ensuring that the EVSE installed for this Program meets all applicable codes, standards, environmental regulations and regulatory requirements. Customer shall independently evaluate any advice or direction given by MassCEC, Program Implementer, or EVSE Installer related to the estimates of electricity usage or the cost, selection or installation of the EVSE. To the fullest extent allowed by law, MassCEC and Program Implementer’s total liability, regardless of the number of claims, is limited to the amount of the cost of the EVSE approved for install in accordance with Program requirements, and MassCEC, Program Implementer and its affiliates and their respective directors, employees, contractors, agents, and service providers shall not be liable to the Customer or any other party for any other obligations. Notwithstanding anything in this Agreement to the contrary, MassCEC, Program Implementer, and their respective directors, officers, employees and/or agents shall not be liable for any type of damages, whether indirect, incidental, consequential, exemplary, reliance, punitive or special damages, including damages for loss of use regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind arising from or relating to the Program or this Agreement.

Disclaimer of Warranties: MassCEC and Program Implementer do not make any, and both MassCEC and Program Implementer expressly disclaim all warranties or representations of any kind, including without limitation any warranties or representations with respect to the services rendered by any person or entity in connection with the Program, warranties or representations with respect to the design, manufacture, construction, safety, performance or effectiveness of any EVSE or related equipment installed through the Program, and the warranty of merchantability or fitness for a particular purpose.

Tax Liability: Program Implementer will not be responsible for any tax liability that may be imposed on the Customer as a result of the payment of any incentive/rebate. Please contact your tax adviser for more information.

Compliance with Laws: Customer shall, and shall require its subcontractors, agents and employees to, comply with all applicable federal, state and local directives, requirements, rules, regulations, laws and ordinances, whether the same are in force upon the execution of the Agreement or may in the future be passed, enacted or directed, including without limitation, Massachusetts General Laws (M.G.L. c. 166, s. 21A et seq.), Occupational Safety and Health Administration (OSHA) Laws and Regulations, and any other applicable requirements regarding work or activity in the proximity of energized electric lines.

Public Records: As a public entity, MassCEC is subject to the Commonwealth’s Public Records Law, codified at M.G.L. c. 66 (the “Public Records Law”). As such, MassCEC may be required to

disclose certain information about the Program, however, exemptions to the Public Records Law may apply to certain records, such as personal identifying information or data relating to a specifically named individual that would constitute an unwarranted invasion of personal privacy.

Toxic Materials: Neither MassCEC nor Program Implementer shall have any responsibility for the discovery, presence, handling, removal, disposal of, or exposure to hazardous materials of any kind in connection with customer's facility, including without limitation, asbestos, asbestos products, polychlorinated biphenyls (PCBs), or any other toxic substances.

Governing Law. The Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts without regard to its conflicts of law principles. Any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. Customer hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between Program Implementer and the Customer with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded. In the event of any conflict or inconsistency between the Agreement and any other Program materials, the Agreement shall be controlling.

I have read this Agreement and understand all provisions herein. To indicate my agreement, I have signed below.

AGREEMENT: By signing below, I acknowledge and agree that I have read this document in full, understand its content, have the authority to sign, and voluntarily agree to all terms and conditions included therein. If signing by electronic signature, I agree that my electronic signature is the legal equivalent of my handwritten signature.

Customer Signature:

Customer Printed Name:

Date:

Utility Name: _____

Utility Account Number: _____

Charging Site (Utility Service Address): _____

APPENDIX A – EVSE UTILIZATION DATA ELEMENTS

STATIC DATA ELEMENTS – to be transmitted one-time from installation contractor to Program Implementor:

- charger ID
- location
- manufacturer: name, make, model
- max power for Charging Station (kW)
- # of plugs and associated charging standard of plugs
- max power for Charging Site (kW)
- Site Construction Plan and Construction Cost
- Confirmation of Commissioning
- EV programs enrolled in

DYNAMIC DATA ELEMENTS (by Port & Charging Session) – to be transmitted monthly from customer via TMH software to Program Implementor throughout Pilot:

- unique ID for each session
- kWh charge and discharge by 15-minute intervals (or more frequent, if available)
- charge start/stop times
- plug in/plug out times
- charge status
- vehicle state of charge
- kW power draw and discharge peak & average
- demand management participation
- maintenance alerts (e.g., charging session errors)
- Information on any maintenance call outs including cost

UTILITY DATA: To be transmitted prior to installation and two months prior to the end of the program from the customer's utility to Program Contractors

- Utility account number
- Utility rate
- Utility interval data. For commercial accounts this includes demand charges from up to one (1) year prior to program enrollment to evaluate the impact of EVSE operation on electricity usage patterns and demand charges.

OTHER: Participation in user group interview