



ELECTRIC VEHICLE CHARGING PROGRAM Terms and Conditions



1. DEFINITIONS

"Affiliate" means, with respect to any specified Person, any Person directly or indirectly Controlling, Controlled by or under the common Control with such Person.

"Applicable Law" means any federal, state, local or municipal law (including common law), including any treaty, constitution, statute, ordinance, rule, order, judgment, writ, decree, regulation, standard, code, requirement, or other directive which is legally binding and has been enacted, issued or promulgated by any Governmental Authority.

"Bankrupt" means, with respect to a Person, any of the following: (i) filing a voluntary petition in bankruptcy or for reorganization or for the adoption of an arrangement under any applicable bankruptcy, insolvency or similar Applicable Law, now or hereafter in effect, or an admission seeking the relief therein provided; (ii) making a general assignment for the benefit of creditors; (iii) consenting to the appointment of a receiver for all or a part of such Person's property; (iv) in the case of the filing of an involuntary petition in bankruptcy, an entry of an order for relief; (v) the entry of a court order appointing a receiver or trustee for all or a part of such Person's property without its consent; or (vi) the assumption of custody or sequestration by a court of competent jurisdiction of all or a part of such Person's property.

"Charging Program" means the program offered to eligible customers under the Level 2 Charging Tariff and the Fleet Charging Tariff.

"Code" means the Internal Revenue Code of 1986, as amended.

"Construction Readiness Criteria" means (i) the Site (and each other necessary location for installation of the Utility Infrastructure, EVSI and/or EVSE) is readily accessible (and any necessary easements have been executed and are in full force and effect) and meets the "Site Readiness" requirements (as specified on the Program Website (as defined below)); (ii) Customer has paid any costs and expenses relating to the Utility Infrastructure in accordance with the Terms and Conditions (as defined below) and (iii) if Customer does not own the Site, Customer has obtained the Site owner's written consent for Customer to participate in the Charging Program and for the installation of the Utility Infrastructure, EVSE and EVSI.

"Control", "Controlled", and "Controlling" means the possession, directly or indirectly, of the power to direct or cause the direction of the management of policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Credit" means (i) electric vehicle charging or Renewable Energy Credits or certificates (including the alternative fuel vehicle refueling property credit available under Section 30C of the Code and any federal grants, credits or other incentives issued or arising in lieu thereof), carbon credits and any similar environmental or pollution allowances, credits or reporting rights, (ii) rebates or other payments based in whole or in

part on the cost or size of equipment, (iii) performance-based incentives paid as periodic payments, (iv) tax credits, grants or benefits, and (v) any other attributes, commodities, revenue streams or payments, in each of (i) through (v) under any present or future Applicable Law, standard or program, or paid by a Governmental Authority or otherwise.

"Dispute" means any dispute, suit, action or other proceeding arising out of or relating to this Agreement (whether arising in contract, tort or otherwise, and whether arising at law or in equity).

"Electric Vehicle" or "EV" means an on-road motor vehicle that draws propulsion using a battery and uses an external source of electric energy to charge or recharge such battery.

"Emergency Work" means remedial, repair or other actions to remedy a situation when continued operation of any of the EV Supply Equipment or EV Supply Infrastructure would result or could potentially result in mechanical, electrical, or other damage to all or a portion of the EV Supply Equipment or EV Supply Infrastructure, danger to Persons, or damage to other property.

"Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, attributes and allowances of any kind (including all Renewable Energy Credits), howsoever entitled and whenever arising, attributable to the Utility Infrastructure, EV Supply Infrastructure and/or [EV Supply Equipment], including (i) any avoided emissions of pollutants to the air, soil or water, such as sulfur oxides, nitrogen oxides and carbon monoxide, and any rights related thereto, (ii) any avoided emissions of methane, carbon dioxide and other "greenhouse gases" that have been determined by the United Nations Intergovernmental Panel on Climate Change or any other governmental, quasigovernmental or non-governmental agency or body to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere, and any rights related thereto, (iii) any reporting rights relating to the reduction of "greenhouse gases" under Section 1605(b) of the National Energy Policy Act of 1992 or under any other Applicable Law, standard or program related to the reduction of air pollutants or "greenhouse gases" or the trading of emissions or emissions credits, including so-called "green tags" or "green certificates," and (iv) any credits, certificates or similar instruments issued pursuant to a federal or state renewable portfolio standard or analogous program. Notwithstanding the foregoing, the term "Environmental Attributes" shall not include any tax credits, grants or benefits.

"EV Service Provider" or "EVSP" means a Person that provides EV charging services to Customer in order to manage the EVSE, including but not limited to network services.

"EV Supply Equipment" or "EVSE" means the conductors, including the underground, grounded, and equipment grounding conductors, the Electric Vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the wiring to the Electric Vehicle. The EV



Supply Equipment selected by Customer is set forth on the first page of this Agreement.

“EV Supply Infrastructure” or “EVSI” means the infrastructure from the meter, but not including the meter, to the EVSE, which may include an electrical panel, cable, conduit, and resiliency infrastructure necessary to deliver power to the EVSE.

“EVSE Installation Notice” means written notice from Company to Customer that Company is ready for Customer (or Customer’s designee) to begin installation of the EVSE.]

“Final Determination” means a settlement, compromise or other agreement with any Governmental Authority, whether contained in an Internal Revenue Service Form 870 or other comparable form, or otherwise, or such procedurally later event, such as a closing agreement with the Internal Revenue Service or other Governmental Authority, an agreement contained in Internal Revenue Service Form 870AD or other comparable form, an agreement that constitutes a determination under Section 1313(a)(4) of the Code, a deficiency notice with respect to which the period for filing a petition with the tax court or the relevant state or local tribunal has expired, or a decision of any court of competent jurisdiction that is not subject to appeal or as to which the time for appeal has expired.

“Governmental Authority” means any (i) national, state, county, municipal or other local government and any political subdivision thereof, (ii) any court or administrative tribunal, (iii) any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction (including any zoning authority) or (iv) any non-governmental agency, tribunal or entity that is vested by a governmental agency with applicable jurisdiction.

“Installation Work” means the on-site construction and installation of Utility Infrastructure, EVSI [and/or EVSE].

“Person” means any individual, partnership, joint venture, company, corporation, limited liability company, limited duration company, limited life company, association, trust or other entity or organization, including any Governmental Authority.

“Renewable Energy Credit” means any credit, certificate, renewable energy certificate, allowance or similar right that is related to the Environmental Attributes, whether arising pursuant to Applicable Law, certification, markets, trading, off-set, private transaction, renewable portfolio standards, voluntary programs or otherwise, including renewable energy credits certified by the Center for Resource Solutions.

“Safety Issue” means an act, change, event, circumstance, or occurrence that endangers, or would reasonably be expected to endanger persons, property or the integrity or normal operations of any component of the EVSE, EVSI, EV or Company’s or any other Person’s property.

“Tax Return” means any return, claim for refund, report, statement, form, declaration, information returns or other documentation (including any additional or supporting material, schedules, attachments, statements and any amendments or supplements) filed, supplied or maintained, or required to be

filed, supplied or maintained, with respect to or in connection with the calculation, determination, assessment or collection of any taxes.

“Terms and Conditions” means those terms and conditions pursuant to which Company provides electric service to its customers as on file with the Commission (as defined below), as such terms and conditions may change from time to time with approval from the Commission.

“Utility Infrastructure” means the utility infrastructure from the distribution system to the meter (including the meter), which may include, but is not limited to, cable, conductors, conduit, transformers, and associated substructures from the utility distribution system. The term “Utility Infrastructure” shall not include any EVSI.

2. UTILITY INFRASTRUCTURE. Following the execution of Customer Contract for Electric Vehicle Charging Services and upon completion of the Construction Readiness Criteria, Company will, or will arrange to have one of Company’s third-party service technicians, install and maintain the Utility Infrastructure which, in Company’s sole discretion, is necessary to support the EV Supply Infrastructure and EVSE, consistent with the Terms and Conditions and in compliance with all Applicable Laws and applicable codes and standards. Company will retain title, ownership and risk of loss for all Utility Infrastructure and be responsible for any real and personal property taxes associated with the Utility Infrastructure. If directed by Company, Customer will set up a separate electric service account with Company for Electric Vehicle charging in connection with the applicable Charging Program.
3. EV SUPPLY INFRASTRUCTURE: Following or in connection with the installation of the Utility Infrastructure, Company will, or will arrange to have one of Company’s third-party service technicians, install and maintain the EVSI which, in Company’s sole discretion, is necessary to support the EVSE, consistent with the Terms and Conditions and in compliance with all Applicable Laws and applicable codes and standards. Company will retain title, ownership and risk of loss of all EVSI and be responsible for any real and personal property taxes associated with the EVSI.
4. SELECTION OF EV SERVICE PROVIDER EQUIPMENT AND SETTINGS: [Customer shall select an EVSP that meets the requirements set forth on Company’s website at www.dominionenergy.com/virginia/save-energy/electric-vehicles (the “Program Website”). Subject to any restrictions or limitations implemented by Customer’s EVSP or Applicable Law, Customer shall have discretion to work with its EVSP to determine the parameters of charging utilizing the EVSE. Customer shall be solely responsible for the management and payment of any and all transactional fees as it pertains to the EVSE.] **OR** [Customer shall select its EVSP from Company’s list of approved qualified vendors. A list of the approved qualified vendors may be found on Company’s website for the Charging Program. Subject to any restrictions or limitations implemented by Customer’s EVSP or Applicable Law, Customer shall have discretion to work with its EVSP to determine the parameters of charging utilizing the EVSE.]



- Customer shall be solely responsible for the management and payment of any and all transactional fees as it pertains to the EVSE.]
5. **NO REPRESENTATIONS OR WARRANTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT [(i) COMPANY'S DELIVERY OF THE EVSE INSTALLATION NOTICE SHALL NOT BE CONSIDERED A REPRESENTATION OR WARRANTY REGARDING THE WORKMANSHIP OF THE INSTALLATION WORK, AND (ii)] COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE INSTALLATION WORK, UTILITY INFRASTRUCTURE, EVSE OR EVSI, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE COMPONENTS OR MATERIALS COMPRISING THE UTILITY INFRASTRUCTURE, EVSE OR EVSI, THE WORKMANSHIP OF THE INSTALLATION WORK, UTILITY INFRASTRUCTURE, EVSE OR EVSI OR THAT THE UTILITY INFRASTRUCTURE, EVSE OR EVSI WILL OPERATE ERROR FREE. EXCEPT AS EXPRESSLY SET FORTH IN CUSTOMER CONTRACT FOR ELECTRIC VEHICLE CHARGING SERVICE, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**
6. **EV SUPPLY EQUIPMENT DESIGN, INSTALLATION & USE:**
- DESIGN OF INFRASTRUCTURE:** Prior to the installation of the Utility Infrastructure and EV Supply Infrastructure, Company and/or its contractors shall design the Utility Infrastructure and EV Supply Infrastructure with Customer's input. Customer shall promptly disclose to Company the location of any hazardous materials or other environmental contamination, including without limitation any hazardous material or other environmental contamination which violates any Applicable Law, located at the Site (and each other impacted location for installation of the Utility Infrastructure and EV Supply Infrastructure). Company and Customer will mutually agree upon the final design for the Utility Infrastructure and EV Supply Infrastructure (such design, the "*Final Design*") prior to construction beginning on either the Utility Infrastructure or the EV Supply Infrastructure. Neither Party shall materially change the Final Design without both Parties mutually agreeing to such changes in writing. Should the installation schedule require modification, Company shall notify Customer promptly following Company becoming aware of such changes; *provided, however*, that any changes or modifications in the installation schedule shall not be considered a change to the Final Design.
- INSTALLATION OF EV SUPPLY EQUIPMENT:** [Promptly following receipt of the EVSE Installation Notice, Customer and/or its contractors shall install and commission the EVSE, in compliance with the terms of this Agreement and all Applicable Laws and applicable codes and standards. Subject to the terms and conditions of this Agreement, Customer shall be solely responsible for (i) the costs to install the EVSE, (ii) the purchase of the EVSE, (iii) all operations and maintenance costs for the EVSE, including any costs necessary to replace all or certain parts of the EVSE, and (iv) any real and personal property taxes associated with the EVSE.] **OR** [Following the completion of the installation of the Utility Infrastructure and EV Supply

Infrastructure, Company will, or will arrange to have one of Company's third-party service technicians, install, commission and maintain the EVSE consistent with the Company's Terms and Conditions and in compliance with all Applicable Laws and applicable codes and standards. Subject to Section 6(e), Company will retain title, ownership and risk of loss of the EVSE and, subject to the terms and conditions of this Agreement, shall be solely responsible for (i) the costs to install the EVSE, (ii) the purchase of the EVSE, (iii) all operations and maintenance costs for the EVSE, including any costs necessary to replace all or certain parts of the EVSE, and (iv) any real and personal property taxes associated with the EVSE. Customer shall not sell or allow the EVSE to become subject to any lien, security interest or other claim asserted by any of Customer's creditors, and any sale of the Site shall not include the EVSE.]

EV SUPPLY EQUIPMENT OPERATIONS AND MAINTENANCE: Customer shall ensure that the EVSE remains connected to the appropriate network as required by Customer's EVSP, which may be pursuant to a Wi-Fi, cellular, or other network connection. Internet or other network connectivity shall be arranged by Customer and all Internet or other network services shall be at Customer's expense. [Customer shall promptly notify Company in the event the EVSE fails to operate or otherwise requires repair.] Customer shall maintain the area of the Site immediately surrounding the EVSE, as well as routes of ingress and egress to the EVSE, in clean, safe and good condition and repair, and in compliance with all Applicable Laws, including without limitation, paving maintenance, pruning vegetation, snow removal and the repair or maintenance of security fencing. Company may immediately turn off power to the EVSE or otherwise interrupt service to the EVSE or physical access to the EVSE when reasonably necessary, in its sole discretion, to remedy or prevent any Safety Issue (or the worsening thereof) or to perform Emergency Work or maintenance on Company-owned infrastructure (including, without limitation, the EV Supply Infrastructure and Utility Infrastructure). Company will use reasonable efforts to notify Customer in advance of interruptions to service, planned maintenance, and physical access to the Site and will work with Customer to schedule planned maintenance at a time that is least disruptive for Customer. Customer will immediately shut down the EVSE or otherwise refrain from using the EVSE if it believes a Safety Issue or potential Safety Issue exists or if it believes Emergency Work is needed.

ACCESS TO SITE: Company shall at all times have the right of ingress and egress over, across, and through the Site for any purpose related to this Agreement, including but not limited to (i) the furnishing of electric service, (ii) the design, procurement, construction, installation, maintenance, ownership, repair, replacement or removal of the Utility Infrastructure, the EV Supply Infrastructure [or the EVSE], and (iii) the exercise of any and all rights secured to it by Applicable Law, including under the Terms and Conditions. If Customer denies Company access to the Site in accordance with this Agreement, then Company may, in its sole discretion, deenergize the Utility Infrastructure, EVSI and/or EVSE until appropriate access in accordance with this Agreement is granted to Company. Company will use commercially reasonable efforts to ensure Company's access to the Site does not unreasonably interfere with Customer's use of the Site.



USE OF EVSE: Customer will use the EVSE only as specified by the EVSE manufacturer and the EVSP and will be solely responsible for any damage caused to the EVSE due to misuse, neglect or abuse of the EVSE by Customer or any of its designees. Customers shall primarily use the EVSE for charging of EVs that are owned, leased or rented by Customer or its Affiliates. Customer agrees to remedy minor issues that do not require a qualified service technician to address, such as resetting infrequently tripped circuit breakers, reconnecting the plug and Electric Vehicle to engage charging or resetting the network connection.

INSURANCE: Throughout the Term, Customer shall procure and maintain in full force and effect a standard all risk property insurance policy with amounts sufficient to cover the full replacement cost of the Site and a Commercial General Liability policy with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury, property damage and personal injury. Customer shall cause its insurers providing this coverage to include Company, its officers, directors and employees, as additional insureds. Customer shall cause its insurers to waive all rights against Company and its directors, officers, and employees, for recovery of losses or damages to the extent these losses or damages are covered by the insurance required. Customer agrees that Company may self-insure against any loss or damage which could be covered by a commercial general liability insurance policy, with a limit of \$1,000,000, and or a property policy.

If there is a claim related to the services under the Customer Contract for Electric Vehicle Charging Service, Customer shall, upon Company's request, provide a copy of any or all of its required insurance policies, including endorsements in which Company is included as an additional insured.

POWER OUTAGES: Customer acknowledges and understands that power outages may occur, and that the EVSE may not be operable during any such outage. The Parties acknowledge and agree that Company does not guarantee continuity of service to the EVSE and is not responsible or liable for interruption, failure or defect in the supply or character of electricity furnished to the EVSE.

VACATION: Customer shall provide Company with thirty (30) calendar days' prior notice of Customer's planned vacation of the Site. Customer may request to assign the Customer Contract for Electric Vehicle Charging Service and all rights and obligations hereunder to an existing or new property owner or tenant of the Site; *provided*, such proposed transferee is (or at the time of the transfer will be) an electric customer of Company. Company may approve or disapprove of such assignment in its sole discretion. In the case of such an assignment that is consented to in writing by Company (a "*Permitted Assignment*"), the Parties and the assignee shall execute an assignment agreement assigning all of Customer's rights to the assignee and the Customer Contract for Electric Vehicle Charging Service shall otherwise continue in full force and effect.

ENVIRONMENTAL ATTRIBUTES: The company shall own, receive and be entitled to the benefit of any Environmental Attributes.

7. PERMISSION TO USE DATA; DISCLOSURE

(a) Customer consents to and acknowledges Company's and

its Affiliates', agents' and representatives' use of data gathered by such Persons as part of the Charging Program (including via the EVSE) for any purpose consistent with Applicable Law, including without limitation use in regulatory reporting, industry forums, case studies or other similar activities. Such data may include: (i) kilowatt-hours utilized, (ii) load profiles and (iii) number of charging sessions. Such data will be aggregated or otherwise anonymized unless the Company receives written consent from the Customer to use non-anonymized data.

(b) Customer consents to Company's disclosure of Customer's name, address, telephone number, Electric Vehicle charging data and any Electric Vehicle charging or electrical usage patterns concerning the Charging Program with any of Company's service technicians and/or Governmental Authorities, in each case as reasonably necessary for Company to perform its obligations under the Customer Contract for Electric Vehicle Charging Service Agreement and comply with Applicable Law.

8. TAX MATTERS; CREDITS

(A) CREDITS; INTENDED TAX TREATMENT. For U.S. federal and applicable state and local income tax purposes, the Customer and the Company agree that (i) that Company is intended to be treated as the owner of the Utility Infrastructure, EV Supply Infrastructure [and EVSE]; and (ii) the Company shall own, receive and be entitled to the benefit of any Credits attributable to or resulting from the design, procurement, construction, installation, maintenance, ownership, use, operation, repair, replacement and/or removal of the Utility Infrastructure, EV Supply Infrastructure, [and EVSE] (collectively, the "*Company Credits*" and such treatment, the "*Intended Tax Treatment*"). Customer and Company shall prepare and file all Tax Returns in a manner consistent with such Intended Tax Treatment except to the extent otherwise required by a Final Determination or change in Applicable Law. If, as a result of a Final Determination or change in Applicable Law, (x) the Customer is treated as the owner of the Utility Infrastructure, EV Supply Infrastructure or [the EVSE] for U.S. federal or applicable state or local income tax purposes, or (y) the Customer receives any Company Credits, the Customer shall (a) prepare and file, or amend, all Tax Returns in a manner consistent with such Final Determination or change in Applicable Law, including obtaining any available Credits, and (b) agree to increase the Monthly Fee payable to Company to account for any Company Credit obtained by the Customer as a result of such Final Determination or change in Applicable Law.

(B) Company and the Customer shall, upon request, provide the other Party with all reasonable information and documentation that either Party may reasonably require with respect to (i) any tax reporting obligations of such Party in connection with the design, procurement, construction, installation, maintenance, ownership, use, operation, repair, replacement and/or removal of the Utility Infrastructure, EV Supply Infrastructure, [and EV Supply Equipment]; and (ii) obtaining any Credits to which such Party may be entitled to in accordance with the terms of this Agreement. Customer will cooperate with Company in obtaining for Company's benefit all Credits that may be available under Applicable Law with respect to the design, procurement, construction, installation, maintenance, ownership, use, operation, repair, replacement and/or removal of the Utility Infrastructure, EV Supply Infrastructure, [and EVSE].



- (C) TRANSFER TAXES: Customer shall be responsible for any transfer, documentary, sales, use, stamp, registration and other such taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by the Customer Contract for Electric Vehicle Charging Program, including any such taxes attributable to, resulting or derived from the design, procurement, construction, installation, maintenance, ownership, use, operation, repair, replacement and/or removal of the Utility Infrastructure, EV Supply Infrastructure, and EV Supply Equipment (collectively, "Transfer Taxes"). Any such Transfer Taxes shall be paid by Customer when due. Company and Customer (i) shall file all Tax Returns and other documentation required by Applicable Law to be filed by it with respect to all such Transfer Taxes and (ii) if required by Applicable Law, join in the execution of any such Tax Returns and other documentation. The Parties agree to cooperate in the filing of any Tax Returns with respect to any applicable Transfer Taxes, including promptly supplying any information in their possession that is reasonably necessary to complete such Tax Returns.
9. INSTALLATION PREPARATION: Prior to the start of the Installation Work, Customer shall ensure that all private or other non-utility underground infrastructure and facilities (including without limitation irrigation, water, sewer and drainage infrastructure) in areas where digging may take place as contemplated in the Final Design are marked. Company shall not be responsible for any damage to underground infrastructure and facilities that were not located prior to the start of the Installation Work or which were mislocated.
10. CUSTOMER MODIFICATIONS. No modifications, changes or alterations to the Utility Infrastructure, EV Supply Infrastructure or EV Supply Equipment may be made without the Company's prior written approval.
11. EASEMENT REQUIREMENTS. If, at any time during the Term, in Company's sole discretion, a separate easement, right of way, license agreement or other similar agreement is required in order to grant Company sufficient rights to install and locate the Utility Infrastructure or EV Supply Infrastructure, Company will deliver such agreement to Customer and Customer shall execute and return the same within ten (10) days of such delivery. At Company's sole discretion and cost, such agreement may be recorded in the Clerk's Office of the Circuit Court of the county where the Site is located. If Customer fails to execute such agreement within the applicable timeframe, Company reserves the right to rescind Customer's participation in the Charging Program and immediately terminate this Agreement. If Customer chooses to purchase the EV Supply Infrastructure at the end of the Initial Term pursuant to [Section 16](#), the Company will execute a release of its easement or license rights, if applicable. Notwithstanding anything to the contrary contained in the Customer Contract for Electric Charging Service, if any third-party consents are required for Company to access the Site or to install any of the EV Supply Infrastructure intended to serve Customer, Company may, at its option, delay installation of such EV Supply Infrastructure until appropriate rights of way, easements, or other consents, satisfactory to Company, are obtained without cost to Company.
12. RELOCATIONS. Should Customer request relocation of the Utility Infrastructure, EVSI, EVSE or any part or portion thereof, the Parties shall work together in good faith to agree on such changes and any such relocation (i) shall be at sole expense of Customer and (ii) must comply with all Charging Program requirements, Applicable Law and the Terms and Conditions. In connection with any such relocation, Customer shall (i) provide the Company with all rights sufficient (in Company's sole discretion) for it to perform such relocation and comply with its obligations under the Customer Contract for Electric Vehicle Charging Service, and (ii) promptly pay all expenses incurred by Company to relocate the Utility Infrastructure, EV Supply Infrastructure, EVSE or any part or portion thereof.
13. MONTHLY CHARGES: [A charge for Customer's participation in the Charging Program will be added to Customer's monthly bill for service (the "Monthly Fee") and shall be due and payable in accordance with Customer's existing monthly bill. Customer acknowledges that Company will provide an estimate of the Monthly Fee prior to Installation Work and the actual Monthly Fee upon completion of the installation of the EVSI [and commissioning of the EVSE]. The Monthly Fee shall begin upon the completion of the installation of the EVSI [and commissioning of the EVSE]. Customer is eligible for an incentive provided by the Company such that the Monthly Fee shall only be calculated on 50% of Company's actual installed cost of the EV Supply Infrastructure ("EV Supply Basis"). The Monthly Fee shall equal [(i) 1.2% of the EV Supply Basis [plus (ii) 1.3% of Company's actual installed cost of the EVSE]. This monthly charge may not be offset by credits from any other program or provision and Company will not provide a breakdown of the Monthly Fee, other than what is legally required.] **OR** [Customer shall not be charged for its participation in the Charging Program; however, Customer shall pay for its electricity usage.] Customer shall pay for all power consumed by the EVSI and/or dispensed by the EVSE via Customer's monthly bill for service.
14. TERM. The Customer Contract for Electric Vehicle Charging Service shall be effective as of the Effective Date and shall continue, subject to [Section 15](#), for ten (10) years from the Effective Date (the "Initial Term" and together with any extension of this Agreement, the "Term").
15. TERMINATION. The Customer Contract for Electric Vehicle Charging Service may be terminated at any time:
- (a) subject to the payment of the Termination Fee (as defined below) by Customer for any reason by providing Company thirty (30) calendar days' prior written notice of such termination; or
- (b) by Company immediately if: (i) Customer fails to meet or satisfy any of its obligations hereunder or breaches the Customer Contract for Electric Vehicle Charging Service; (ii) Customer does not own the Site and the property owner revokes its consent to Customer's participation in any aspect of the Charging Program; (iii) in the event Customer sells or no longer occupies the Site and no Permitted Assignment has occurred; (iv) Customer terminates its electric service account relating to its participation in the Charging Program; (v) Customer becomes Bankrupt, (vi) a dissolution, liquidation, winding-up or termination of Customer occurs, or (vii) Company is required to terminate the Charging Program by the Commission.



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16. **TERMINATION FEE.** In the event that (i) Customer terminates this Agreement in accordance with [Section 15\(a\)](#), or (ii) Company terminates this Agreement in accordance with [Section 15\(b\) \(i\) – \(vi\)](#), unless waived as provided herein, Customer shall pay to Company a termination charge equal to (A) the higher of (x) the fair market value or (y) undepreciated balance of the installed EV Supply Infrastructure [and EV Supply Equipment] (each as determined by Company), plus (B) Company's actual removal and disposal costs and environmental remediation costs (collectively, the "Termination Fee"). If either Customer or Company terminates the Customer Contract for Electric Vehicle Charging Service, Customer shall be responsible for all applicable charges and fees, including the Monthly Fee, through the date of termination. Company may waive a portion or all of the Termination Fee in its sole discretion. The Termination Fee shall be paid by Customer to Company within thirty (30) calendar days of the termination of Customer Contract for Electric Vehicle Charging Service.
17. **END OF TERM.** On the date of termination of Customer Contract for Electric Vehicle Charging Service or expiration of the Initial Term, Customer's right to use the [EVSE and] EVSI under Customer Contract for Electric Vehicle Charging Service shall automatically expire and Customer shall promptly make the Site available to Company and/or Company's designated third-party to access and disable or remove the [EVSE and] EVSI from the Site (unless purchased by Customer in accordance with [Section 17\(a\)](#) [or transferred to Customer in accordance with [Section 6\(h\)](#)]). Upon termination of Customer Contract for Electric Vehicle Charging Service or expiration of the Term, Company shall have a continuing irrevocable license to enter the Site for removal of the [EVSE and] EVSI (unless purchased by Customer in accordance with [Section 17\(a\)](#) [or transferred to Customer in accordance with [Section 6\(h\)](#)]) until such removal is complete as determined by Company in its sole discretion.
- (A) Unless the Customer Contract for Electric Vehicle Charging Service was terminated prior to the end of the Initial Term pursuant to [Section 15](#), at the end of the Initial Term, Customer shall have the option to purchase the EV Supply Infrastructure in "as is" condition at the higher of its (x) fair market value or (y) depreciated value (each as determined by Company). [Unless the Customer Contract for Electric Vehicle Charging Service is terminated early in accordance with [Section 15](#), the Parties shall discuss in good faith whether Company shall remove the EVSE or if Company shall purchase the EVSE in "as is" condition at the higher of its (x) fair market value or (y) depreciated value (each as determined by Company) at the end of the Initial Term.]
- (B) Upon termination or expiration of Customer Contract for Electric Vehicle Charging Service, all further obligations of the Parties under the Customer Contract for Electric Vehicle Charging Service (other than the provisions which by their terms are intended to survive the expiration or termination of Customer Contract for Electric Vehicle Charging Service including without limitation [Sections 5 \(No Representations or Warranties\)](#), [7 \(Permission to Use Date; Disclosure\)](#), [16 \(Termination Fee\)](#), [21 \(Governing Law; Venue\)](#), [29 \(Liability\)](#), [30 \(No Third-Party Beneficiaries\)](#), [31 \(Relationship of the Parties\)](#), [33 \(Intellectual Property\)](#) and this [Section 17 \(End of Term\)](#)) shall be terminated without further liability of any Party to the other Party (other than the payment of the Termination Fee if applicable, the payment of the Monthly Fee for all periods up to and including the date of termination or expiration of the Customer Contract for Electric Vehicle Charging Service, or as otherwise expressly set forth herein) and the exercise of any right of termination, if applicable, will not be an election of remedies; *provided, however*, that nothing herein shall relieve any Party from liability for its breach of the terms or provisions of the Customer Contract for Electric Vehicle Charging Service prior to the termination or expiration of this Agreement.
18. **ACCESSIBILITY REQUIREMENTS:** The EVSE and related parking layout is required to comply with the Americans with Disabilities Act ("ADA") and all applicable building standards. Customer understands and accepts that such standards may impact parking layouts and may reduce or otherwise change the number of non-accessible parking spaces available. Customer understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the Charging Program and may be dictated by design constraints, by Applicable Law or by local jurisdictional authorities. Customer shall be responsible for any construction upgrades to the Site required in order for the Site to be ADA compliant and hereby agrees that Company will not be responsible for any construction upgrades required for the EVSE or the Site to be ADA compliant, including without limitation the construction of ADA-compliant ramps or the inclusion of certain signage or paint markings.
19. **NON-STANDARD EQUIPMENT.** EVSE is considered non-standard (non-stock) equipment, and Customer accepts that replacements for the EVSE (or portions or parts thereof) may not be readily available.
20. **NEGOTIATION TO RESOLVE DISPUTES.** If a Dispute arises, the Parties shall attempt to resolve such Dispute first by promptly holding a meeting (whether by phone or in person) of necessary personnel of the Parties such that each Party is represented in such meeting by individuals with decision-making authority to resolve such Dispute, in a good faith attempt to resolve the Dispute. If the Dispute is still unresolved after forty-five (45) days following the commencement of the negotiations described above, then the Parties will thereafter be entitled to pursue all such remedies as may be available to them.
21. **GOVERNING LAW; VENUE.** Customer Contract for Electric Vehicle Charging Service and any Disputes under or relating to the Customer Contract for Electric Vehicle Charging Service shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to the principles of conflicts of law thereof. The Parties hereby irrevocably submit to the exclusive jurisdiction of either the Circuit Court of the City of Richmond, Virginia or the United States District Court for the Eastern District of Virginia located in Richmond, Virginia (if applicable) with respect to any action or proceeding arising out of or relating to this Agreement or any Dispute. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY DISPUTE.** Each Party hereby irrevocably waives, to the extent permitted by Applicable Law, and agrees not to assert, by way of motion, as a defense, or otherwise, in any legal action or proceeding brought hereunder in any of the



- above-named courts that such action or proceeding is brought in an inconvenient forum, or that the venue for the action or proceeding is improper.
22. COUNTERPARTS. The Customer Contract for Electric Vehicle Charging Service may be executed in one or more counterparts, each bearing the signatures of one or more Party. Each such counterpart shall be considered an original and all of such counterparts shall constitute a single Customer Contract for Electric Vehicle Charging Service binding all Parties as if all had signed a single document. Facsimile or .PDF signatures shall be accepted as original signatures for purposes of the Customer Contract for Electric Vehicle Charging Service.
23. SEVERABILITY. If any provision of the Customer Contract for Electric Vehicle Charging Service shall be contrary to any other Applicable Law, at the present time or in the future, such provision shall be deemed null and void, but this shall not affect the legality of the remaining provisions of the Customer Contract for Electric Vehicle Charging Service. The Customer Contract for Electric Vehicle Charging Service shall be deemed to be modified and amended so as to comply with Applicable Law and Customer Contract for Electric Vehicle Charging Service shall then be construed in such a way as will best serve the intention of the Parties at the time of the execution of the Customer Contract for Electric Vehicle Charging Service.
24. ENTIRE AGREEMENT. The Customer Contract for Electric Vehicle Charging Service, including any Exhibits, and the Terms and Conditions constitute the entire agreement among the Parties regarding the subject matter hereof, except as amended in writing pursuant to the requirements of the Customer Contract for Electric Vehicle Charging Service, and supersedes all prior and contemporaneous agreements, statements, understandings and representations of the Parties.
25. EFFECT OF WAIVER OR CONSENT. A waiver or consent, express or implied, to or of any breach or default by any Party in the performance by that Party of its obligations under the Customer Contract for Electric Vehicle Charging Service is not a consent or waiver to or of any other breach or default in the performance by that Party of the same or any other obligations of that Party under the Customer Contract for Electric Vehicle Charging Service. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to its obligations under the Customer Contract for Electric Vehicle Charging Service, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute of limitations period has run.
26. AMENDMENT OR MODIFICATION. Notwithstanding anything to the contrary herein, the Customer Contract for Electric Vehicle Charging Service may be amended or modified from time to time by the Parties by a written instrument executed by each of the Parties. During the Term, changes to the L2 Charging Tariff and Fleet Charging Tariff, changes to the Terms and Conditions or other Virginia State Corporation Commission ("Commission") directives or actions may require Company to change the Charging Program. If there is any conflict or inconsistency between the Customer Contract for Electric Vehicle Charging Service, on one hand, and the L2 Charging Tariff and Fleet Charging Tariff, Terms and Conditions or other Commission directives, on the other hand, the L2 Charging Tariff and Fleet Charging Tariff, Terms and Conditions or other Commission directives shall govern.
27. BINDING EFFECT. The Customer Contract for Electric Vehicle Charging Service is binding on and inures to the benefit of the Parties and their respective legal representatives, permitted successors, and permitted assigns.
28. FURTHER ASSURANCES. In connection with the Customer Contract for Electric Vehicle Charging Service and the transactions contemplated hereby, each Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of the Customer Contract for Electric Vehicle Charging Service and those transactions contemplated herein.
29. LIABILITY
- (a) WORK: Company warrants that the Installation Work or other maintenance performed by Company or its designees pursuant to the Customer Contract for Electric Vehicle Charging Service (the "Work") will be performed in a safe and professional manner in accordance with Applicable Laws. In the event any such Work performed is found to be defective and Customer notifies Company of such defect, Company shall repair or replace such defective Work at Company's expense. **THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE WORK IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND COMPANY'S ENTIRE LIABILITY UNDER THE CUSTOMER CONTRACT FOR ELECTRIC VEHICLE CHARGING SERVICE FOR ANY FAILURE OF COMPANY TO COMPLY WITH COMPANY'S OBLIGATIONS RELATING TO THE WORK.**
- (b) CAP: The maximum amount that either Party shall be required to pay in aggregate in respect to any and all losses or other liabilities for a breach of the Customer Contract for Electric Vehicle Charging Service shall not exceed two times the Monthly Fee paid in one (1) year ("Cap"); *provided, however*, that the Cap shall not apply with respect to (i) the Termination Fee (or claims, or causes of action, relating to a failure of Customer to pay the Termination Fee), or (ii) claims of, or causes of action from, intentional fraud or willful misconduct of the indemnifying party and any losses or damages incurred as a result of any such claims or causes of action.
- (c) LIMITATION OF LIABILITY. Notwithstanding anything herein to the contrary, under no circumstances or legal theory, whether arising in contract, tort, strict liability, warranty, infringement, or otherwise, shall either Party be liable to the other Party or any other person or entity for any indirect, consequential, secondary, incidental, special, reliance, exemplary, or punitive damages, including without limitation any such damages in connection with: (i) any property damage (real, personal, tangible, or intangible) or personal injury (including mental or emotional distress) arising from or alleged to have arisen under the Customer Contract for Electric Vehicle Charging Service; or (ii) any damages arising or alleged to have arisen from any electrical malfunction or the repair or replacement of such malfunctioning items.



30. NO THIRD-PARTY BENEFICIARIES. The Customer Contract for Electric Vehicle Charging Service is entered into for the sole benefit of the Parties; no other Person shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with, The Customer Contract for Electric Vehicle Charging Service.
31. RELATIONSHIP OF THE PARTIES. Each Party will perform all obligations under The Customer Contract for Electric Vehicle Charging Service as an independent contractor. Nothing therein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties, nor shall any term or matter contained therein be construed to be a grant of a power of attorney from one Party to the other Party. Company may engage one or more third-party service technicians to complete its obligations under the Customer Contract for Electric Vehicle Charging Service. Company shall be responsible for supervising any third-party service technicians it chooses to engage.
32. GENERAL COOPERATION; ADDITIONAL CUSTOMER RESPONSIBILITIES.
- (a) Successful implementation of the Charging Program depends on Customer's cooperation with Company and its service technicians, equipment providers and agents and Affiliates. Customer hereby consents to receive communications from Company and its service technicians, equipment providers and agents and Affiliates.
- (b) To help Company to continue to improve the Charging Program and its Electric Vehicle offerings, Company needs to be able to easily communicate with Customer and solicit Customer's feedback. Customer shall use commercially reasonable efforts to respond promptly and fully to the Company's reasonable requests for feedback regarding the Charging Program
- (c) Customer shall be solely responsible for ensuring that the EVSE is accessed and used only by Customer or individuals whom Customer authorizes to use the EVSE.
- (d) Customer shall not, directly or indirectly, publish, disseminate or communicate in any way, to the media or any member of the public (whether an individual or entity), information that is critical, derogatory or otherwise intended to disparage the Company, its Affiliates and representatives or its or their respective businesses, products, business affairs, directors, officers or employees.
33. INTELLECTUAL PROPERTY. Company shall retain all ownership and property interest in all reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models, and memoranda, if any, assembled or prepared by Company or its Affiliates, independent professional associates, agents, consultants, contractors, service technicians or subcontractors in furtherance of the Customer Contract for Electric Vehicle Charging Service.
34. FORCE MAJEURE. If a Party's performance is delayed or hindered by a force majeure event, such Party is excused from such performance for the period of delay; *provided* that the Party claiming a force majeure event has notified the other Party of the delay as soon as is reasonably possible. In such event, the period for the performance shall be extended for the period of such delay. Under no circumstance will an event of force majeure excuse a Party's obligation to make payments when due under the Customer Contract for Electric Vehicle Charging Service.
35. BRANDING AND CONSUMER EDUCATION: The Parties agree to discuss opportunities for Company branding, consumer outreach and education efforts related to the benefits of EVs in connection with the Charging Program.