



## United-EV Charging-as-a-Service Program Agreement

This United-EV Charging-as-a-Service Program Agreement (“Agreement”) is made and entered into on the Signature Date (defined in Section 6), by and between United Power, Inc. (the “Cooperative”) and the Member (“Participant”) for the purpose of providing EV Chargers for charging electric vehicles (“EV”)s) for the benefit of Participant. Attachment A – RESIDENTIAL CUSTOMER DATA RELEASE AND LOAD MANAGEMENT AUTHORIZATION is incorporated into and made part of this Agreement. In this Agreement, the Cooperative and Participant may be referred to individually as a “Party” or collectively as the “Parties.”

### 1. Definitions

- 1.1. “EV Charger” means the ChargePoint Home Flex device installed to deliver electricity from the Make-ready Wiring to EVs. The EV Charger is compliant with the Society of Automotive Engineers J1772 standard and is listed under applicable UL Standards and requirements or equivalent listing by a nationally recognized testing laboratory. For purposes of this Agreement, EV Charger includes the ungrounded, grounded, and equipment conductors, plus the electric vehicle connectors, attachment plugs, and all other fittings, devices, apparatuses, or firmware associated with the installed device, but does not include Make-ready Wiring or an adapter for charging Tesla vehicles as specified in Section 2.4.
- 1.2. “Make-ready Wiring” means a dedicated 208/240V AC circuit installed by a certified electrician at Participant’s address that supplies electricity directly to a National Electrical Manufacturers Associations 14-50 or 6-50 (NEMA 14-50 or NEMA 6-50) standard electrical outlet for the purpose of plugging in the EV Charger. For purposes of this Agreement, Make-ready Wiring includes the protective breaker at the supply panel, wiring, final junction box, receptacle, and all attachments, connections, and outlets. Participant retains ownership of and is wholly responsible for installation, maintenance, and repair of the Make-ready Wiring, including verifying that it meets all workmanship standards and applicable requirements in the National Electric Code, Colorado law, and local municipal codes.
- 1.3. “Site” means the enclosed garage or other area approved by the Cooperative on single-family home property (defined as a detached single home, townhome/row house, or duplex/paired home), owned by Participant.

### 2. Eligibility and Availability

To be eligible to participate in the United-EV Charging-as-a-Service Program (“Program”), Participant must:

- 2.1. be a member in good standing of the Cooperative;
- 2.2. live in a single-family home, defined as a detached single family home, townhome/row house, or duplex/paired home with a fully-enclosed garage;
- 2.3. represent that the Site on which the EV Charger will be installed is owned by Participant, is located within the Cooperative’s electrical service territory, and corresponds with an electrical account with the Cooperative;

- 2.4. have Make-ready Wiring to support installation of an EV Charger and, if applicable, purchase any necessary adapters (as an example, the J-1772 adapter for charging Tesla vehicles)—no other up-front investment is required by Participant;
- 2.5. have wireless internet (“Wi-Fi”) service at Site with sufficient signal strength and network configuration for the EV Charger to reliably connect to the Internet; and
- 2.6. agree to allow the Cooperative to manage the scheduled charging of Participant’s EV according to the charging schedule specified in the Program Enrollment Form by providing the Cooperative with access to the EV Charger software.

### **3. EV Charger Installation, Maintenance, Operation, and Title**

- 3.1. The Cooperative, or its authorized third-party contractor, shall provide, install, maintain, repair, or replace (collectively the “Work”) the EV Charger at the Site. The Cooperative shall provide electric utility services to the EV Charger, and Participant shall pay for such service consistent with the applicable electric utility tariff in force and effect on Participant’s account. The Cooperative, in its sole discretion, shall have the right to repair, modify, or replace the EV Charger at any time during the Term (defined in Section 6.1) of this Agreement.
- 3.2. Upon completion of installation, and at all times during the Term of this Agreement, the Cooperative retains ownership of and title to the EV Charger. Participant shall ensure that any EV Charger is not subject to any lien, security interest, or other claim asserted by any creditor of Participant, and any sale of the Site by Participant does not include the EV Charger.
- 3.3. Participant shall maintain a Wi-Fi connection from the EV Charger to the Participant’s home network that allows continual communication with an Internet Service Provider, for the operation of the EV Charger under this Agreement. For the avoidance of doubt, the Wi-Fi connection is used to schedule charging of the EV and loss of Wi-Fi connectivity may result in incomplete charging of the EV.
- 3.4. Participant shall permit the Cooperative to program load control capabilities with the EV Charger, and enable the Cooperative to pre-schedule or curtail Participant’s EV Charger load, in the Cooperative’s sole discretion. Participant understands and agrees that: (i) Participant shall leave the EV Charger turned on at all times to enable the Cooperative to control Participant’s EV Charger load; and (ii) the Cooperative shall have the right, at its sole discretion, to curtail Participant’s EV Charger load to a specific amperage when necessary.
- 3.5. The Parties shall comply with all applicable rules and regulations of federal, state, or city regulatory agencies relating to the Work and operation of the EV Charger, including environmental requirements associated therewith.

### **4. Participant’s EV Charger Obligations and Duties**

Throughout the Term of this Agreement:

- 4.1. Upon enrollment in the Program, Participant agrees to schedule a delivery and installation date and time with the Cooperative or the Cooperative’s third-party contractor. Participant shall grant to the Cooperative or its third-party contractor such access to the Site and sufficient

space for locating the EV Charger at the Site as may be deemed necessary or desirable by the Cooperative for the Work. Installations must conform to the Cooperative's specifications.

- 4.2. Until the EV Charger (in the Cooperative's sole discretion) is deemed non-functional, Participant hereby consents to and shall permit both the Cooperative and any underlying EV Charger manufacturer, vendor, or subcontractor to the underlying manufacturer or vendor to access, collect, and share with their respective parent, affiliates, subsidiaries, and subcontractors all data from the EV Charger including but not limited to: (i) EV charging activity, (ii) scheduling and control signals from the Cooperative, vendor, or subcontractor, (iii) EV usage, and (iv) technical performance of the EV and EV Charger. Collectively (i) through (iv) of this Section 4.2 constitute the "Data." In addition to the foregoing, Usage Information (as that term is defined in Attachment A) is also considered Data for purposes of this Agreement. The Cooperative shall comply with all federal, state, and local laws, as applicable, in the access, collection, and sharing of the Data. In the event the EV Charger fails to operate or otherwise requires repair, Participant shall promptly notify the Cooperative.
- 4.3. Participant shall maintain the area of the Site surrounding the EV Charger and promptly notify the Cooperative of any problems related to the EV Charger that Participant becomes aware of. Such maintenance includes, but is not limited to, keeping the Site clear of potential safety hazards, pruning of vegetation, and snow removal. For the avoidance of doubt, Participant is not responsible for the ongoing maintenance of the EV Charger itself.
- 4.4. Participant agrees to remedy minor issues that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers or reconnecting the EV Charger to Participant's Wi-Fi service.
- 4.5. Participant agrees to provide access and assistance to facilitate random EV Charger testing, if selected. Such cooperation may include, but not be limited to, periodic inspection of the EV Charger and the addition of monitoring hardware or software at the Cooperative's expense.
- 4.6. Participant agrees to participate in surveys and provide feedback about the Program as well as cooperate with the Cooperative in fulfilling the Cooperative's reporting requirements to any federal, state, or local regulatory or governing entities.
- 4.7. Participant consents to receive communications from the Cooperative relating to the Program in electronic form sent to Participant's email address.

## **5. Program Subscription Fees**

- 5.1. By enrolling in this Program, Participant agrees to pay the monthly United-EV Charging-as-a-Service subscription fee of \$19 each month, which will be added to Participant's monthly retail electric bill ("Bill") after the EV Charger has been installed and activated.
- 5.2. The Cooperative shall administer the Program and assess all applicable fees, rates, and charges applicable to Participant as provided in the Cooperative's Rates, Tariffs, and Bylaws, as they now exist or may hereafter be changed, as posted on the Cooperative's website. The Cooperative shall identify all fees, rates, and charges assessed by the Cooperative under this Agreement on Participant's Bill and collect payment in the same manner as other retail electric charges.

## 6. Program Term, Withdrawal, and Termination

- 6.1. The term of this Agreement commences on the date of Participant's signature shown at the end of this Agreement ("Signature Date"). The term of this Agreement is for five (5) years from the date that the Cooperative and the EV Charger vendor have confirmed that the EV Charger is operational after receiving notice that the EV Charger is installed at the Site (the "Term"), unless sooner terminated or extended by written agreement between the Parties.
- 6.2. EV Charger activations must be completed by the Cooperative at least 5 business days prior to the start date of Participant's next billing cycle to become effective on that date. If activation is less than five (5) days prior, service will become effective on the stated date of Participant's subsequent billing cycle. Notwithstanding the foregoing, if the Cooperative is unable to complete the activation process due to an insufficient Wi-Fi signal at the Site, the Cooperative may cancel Participant's enrollment in the Program and terminate this Agreement.
- 6.3. If Participant desires to terminate this Agreement prior to the expiration of the Term for convenience, then Participant shall notify the Cooperative by sending an e-mail with "Cancel service" in the subject line to: EVs@unitedpower.com. Within sixty (60) days of receiving Participant's notification of Participant's intent to withdraw from the Program and terminate this Agreement, the Cooperative, or its authorized third-party contractor, shall remove and take possession of the EV Charger at no cost to Participant. This Agreement terminates upon such removal. The Cooperative shall not remove or take possession of the Make-ready Wiring at any time. The Cooperative shall leave all Make-ready Wiring and ancillary hardware in place at the Site. In the event that the Participant discontinues service and does not return the EV Charger to the Cooperative, the Cooperative shall charge any remaining monthly payments balance for the remainder of the Term under this Agreement to Participant's final Bill.
- 6.4. If Participant plans to sell or otherwise vacate the Site, then Participant shall provide the Cooperative with at least sixty (60) days' prior notice to terminate this Agreement as set forth in Section 6.3 above. Participant will be required to sign a new agreement to re-enroll in the Program at a new location within the Cooperative's service territory. For the avoidance of doubt, only the Cooperative, or its authorized third-party contractor, may perform Work to remove the EV Charger from the Site in the event of termination, as set forth in this Section 6.4. Participant acknowledges that failure to utilize the Cooperative, or its authorized third-party contractor, for EV Charger installations or removal may result in voiding any EV Charger warranty and/or maintenance support, and termination of this Agreement, at the Company's option and in its sole discretion. The Cooperative may include the cost of any damages to the EV Charger arising from Participant's failure to comply with the foregoing on Participant's next Bill.
- 6.5. The Cooperative, in its sole discretion, may terminate this Agreement prior to the end of the Term, in which case the Cooperative shall provide Participant with sixty (60) days' prior written notice and remove the EV Charger at no cost to Participant within sixty (60) days of termination.
- 6.6. If Participant sells the Site and does not desire or request to relocate the EV Charger, or if Participant ceases to be a member of the Cooperative, this Agreement automatically terminates on the closing date of the sale of the Site, or the date Participant terminates its

membership with the Cooperative, whichever is earlier. Upon such termination date, the Cooperative shall remove the EV Charger, as described in Section 6.3.

## **7. Title to Equipment and Data**

At all times, the Cooperative owns and maintains title to the EV Charger. Participant shall not make any alterations, changes, or modifications to the EV Charger without first securing prior written permission from the Cooperative and/or any applicable underlying manufacturer. All rights, title, and interest in the Data, as further described in Attachment A of this Agreement, and related information collected from the EV Charger immediately vests in the Cooperative. The Cooperative shall therefore have the right to use, copy, distribute, and share with authorized third-party contractors such Data and information as necessary and helpful to provide the EV Charger to the participant, analyze charging data and usage patterns, or evaluate EVs and electric vehicle support equipment. The Cooperative also shall have the right to use, copy, and store the Data to provide utility service in the ordinary course of business. The Cooperative will not use the Data for the following purposes: (i) targeted advertising; (ii) the sale of the Data; or (iii) profiling in furtherance of decisions that produce legal or similarly significant effects concerning Participant. To the extent applicable, the Cooperative shall indemnify and hold harmless Participant from any and all claims whatsoever for the use and distribution of the Data.

## **8. Insurance Coverage**

- 8.1. Participant shall have and maintain a standard fire and homeowner's insurance policy including liability coverage with amounts sufficient to cover the full replacement cost of the Site in full force and effect during the Term of this Agreement. Regardless of cause and subject to applicable law in the strictest sense or availability, Participant hereby waives any and all claims and rights of action (by way of subrogation or otherwise) against the Cooperative (and any of its insurance companies or third-party contractors) which may arise as the result of bodily injury or property damage to the Site, when such claim is covered by standard fire and homeowner's insurance policy with extended coverage. Such waiver applies regardless of amount and whether or not such insurance is in force at the time of the loss or thereafter.
- 8.2. Participant shall give written notice of this waiver to each insurance company that issues insurance policies to Participant, and shall have Participant's insurance policies properly endorsed, if necessary, to prevent the invalidation of any of the coverage provided by such insurance policies by reason of such waiver.
- 8.3. Participant shall bear full responsibility (financial or otherwise) for failure to comply with Participant's covenants and obligations set forth in this Section 8.

## **9. Indemnification**

To the extent permitted by applicable law (but except to the extent waived in Section 11 below), each Party ("Indemnifying Party") shall indemnify and hold the other Party harmless against any third-party claim of liability or loss from bodily injury (including mental or emotional, or death of any person) or property damage (real, personal, tangible, or intangible, including without limitation, real or personal property of any third party, the EV Charger, and any associated EV Charger hardware) resulting from or arising out of the use of the Site by the Indemnifying Party, its servants or agents. The foregoing

does not apply to any claims or damages arising from or caused by the acts or omissions of the other Party, its servants, or agents.

## **10. Warranty**

The Cooperative warrants that the EV Charger and any Work performed by the Cooperative, or its authorized third-party contractor related to the EV Charger, will be free from defects in materials and workmanship during the Term of this Agreement. In the event that the EV Charger or any Work is found to be defective in either materials or workmanship, the Cooperative shall repair or replace such defective EV Charger or Work. Such repair or replacement is Participant's sole and exclusive remedy under this warranty. The Cooperative expressly disclaims any and all other warranties including any warranties of merchantability or fitness for a particular purpose, whether expressed or implied. For the avoidance of doubt, repair or replacement of non-conformities, in the manner and for the period of time provided above, constitutes the Cooperative's sole liability and Participant's exclusive remedy, whether any warranty claims are based in contract, tort (including negligence or strict liability), or otherwise.

## **11. Limits 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, is the Cooperative liable to Participant or any other person or entity for any indirect, consequential, secondary, incidental, special, loss of use, loss of profit or revenue, reliance, exemplary, or punitive damages including, but not limited to: (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 this Agreement; (ii) any claims or causes of action that arise or are alleged to have arisen as a result of any required space ventilation not made known in writing to the Cooperative, or its authorized third-party contractor, prior to the performance of any Work; (iii) any damages arising or alleged to have arisen from the Make-Ready Wiring any electrical malfunction or the repair or replacement of such malfunctioning items; or (iv) any environmental claims, damages, or causes of action.

Under no circumstances shall the Cooperative, or its authorized third-party contractor, be held liable to Participant or any other person or entity for matters involving the purchase, lease, use, non-use, or devaluation of any EV or any vehicle of any nature, any EV Charger or associated EV Charger infrastructure when applicable codes or standards prohibit the installation, or use of such vehicle or equipment. The Cooperative shall not pay for any costs incurred or damages sustained by customer for purchasing any EV, equipment, or otherwise in reliance upon the Cooperative being able to provide an EV Charger to Participant. The Cooperative is not liable for cases of incomplete EV charging whether caused by power outage, Make-ready Wiring, EV Charger, Wi-Fi connectivity or network configuration, associated firmware or software, acts of negligence of the Cooperative or its third-party contractor, or for any other cause or any combination of causes, whether listed above or not. Notwithstanding anything set forth in this Agreement to the contrary, under no circumstances shall the Cooperative's total liability under this Agreement exceed the total cost of the EV Charger plus installation costs made by the Cooperative under this Agreement. This section survives the termination of this Agreement.

## 12. Miscellaneous Provisions

- 12.1. **Agreement Subject to Modification.** During the Term of this Agreement, the Cooperative reserves the right to update the terms and conditions herein. The Cooperative shall communicate any modifications that materially alter the Program to Participant prior to such modification(s) taking effect. Any non-material modifications will be posted on the Cooperative's website. Participant's continued enrollment in the Program constitutes Participant's consent to any modification to this Agreement.
- 12.2. **Compliance with Laws.** Performance under this Agreement is subject to all valid laws and regulations of courts or regulatory bodies having jurisdiction.
- 12.3. **Assignment.** This Agreement shall not be assigned except with the prior written consent of all Parties hereto. The terms and conditions of this Agreement shall bind any permitted successors and assigns of the Parties.
- 12.4. **Status of Parties.** This Agreement does not create a partnership, joint venture, agency relationship, franchise, or association, nor does this Agreement render the Cooperative and Participant liable as partners, co-venturers, or principals. The only means of altering the foregoing is in the form of a separate written agreement signed by both Parties, which supersedes this Agreement.
- 12.5. **Severability.** If any term or provision of this Agreement is held illegal or unenforceable by a court with jurisdiction over this Agreement, all other terms in this Agreement remain in full force and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations, or duties of either Party, the Cooperative and Participant shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law.
- 12.6. **Governing Law.** This agreement is governed by the laws of the state of Colorado.
- 12.7. **Dispute Resolution.** If any dispute arises between the Parties regarding issues of interpretation of this Agreement or the Work, Participant may call the Cooperative during its regular business hours. If further follow-up is required, Participant shall provide the Cooperative with written notice explaining the dispute and associated documentation. The Cooperative shall consider all disputes and respond within fifteen (15) business days of receiving notice of a dispute.
- 12.8. **Public Communication.** Participant agrees to cooperate with the Cooperative in maintaining good community relations. The Cooperative retains all rights to issue all public statements, press releases, and similar publicity concerning the EV Charger and the Work (including its progress, completion and characteristics). Participant shall not make or assist anyone to make any such statements, releases, photographs, or publicity without prior written approval of the Cooperative.
- 12.9. **Non-waiver.** The Cooperative's failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege, or the Cooperative's waiver of any breach hereunder does not waive any of the Cooperative's rights or privileges under this

Agreement or at law. Any waiver of any specific breach is effective only if given expressly by the Cooperative in writing.

- 12.10. **Merger.** This Agreement embodies the entire agreement between the Cooperative and Participant with regard to the subject matter of this Agreement. The Parties shall not be bound by or liable for any statement, writing, representation, promise, inducement, or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this Agreement are valid or binding unless agreed to by the Parties in writing and signed by their authorized agents.
- 12.11. **Privacy Law.** Participant further acknowledges and agrees that Participant is knowingly consenting to and authorizing the Cooperative to record and store Participant's name, address, telephone number, charging data, and any charging or electrical usage patterns, and to release and share such information with its authorized third-party contractors, in order for the authorized third-party contractors to (i) provide the EV Charger to Participant; or (ii) analyze charging data and usage patterns.
- 12.12. **Survival.** The following sections survive the expiration or termination of this Agreement: Section 7 (Title To Equipment And Data); Section 8 (Insurance Coverage); Section 9 (Indemnification); Section 10 (Warranty); Section 11 (Limits of Liability); Section 12.2 (Compliance With Laws) and Section 12.11 (Privacy Law).
- 12.13. **Notice.** Participant may send any notices required in this Agreement and any other communications regarding the Program to:

[EVs@unitedpower.com](mailto:EVs@unitedpower.com)

OR

United-EV Charging-as-a-Service Program  
500 Cooperative Way  
Brighton, CO 80603

*Remainder of Page Intentionally Left Blank  
Signature Page Follows*



**Participant Signature**

---

Signature

---

Name

---

Date

---

Email Address

## **Attachment A – RESIDENTIAL CUSTOMER DATA RELEASE AND LOAD MANAGEMENT AUTHORIZATION**

I have enrolled in the United Power (“Offeror”) United-EV Charging-as-a-Service Program (the “Program”) pursuant to which I will receive a ChargePoint EV Charger and associated vehicle charging scheduling for a monthly fee of \$19 added to my United Power bill. I understand that, as a condition to my participation in the Program, I am required to authorize ChargePoint, Inc., to release usage information (the “Usage Information”) generated by the ChargePoint charging station and to assist Offeror with certain energy management tasks that I have authorized Offeror to perform in connection with the Program. I understand that the release of such information may include a release to Offeror of certain personally identifiable information about me, including, but not limited to, any identifying information provided by me in the process of registering for or setting up the Program, such as a utility account number or charging station serial number (the “PII”). I also understand and agree that ChargePoint is not responsible for, nor has any authority with respect to, Offeror’s privacy practices or how Offeror may use any information about me. In consideration for being allowed to participate in the Program, I hereby authorize ChargePoint to release the Usage Information and the PII and to assist Offeror with performing the energy management tasks where applicable, and hereby forever release and disclaim, on behalf of myself, my heirs and assigns, ChargePoint from any and all claims I may have against it, its employees, officers and directors, arising out of or in connection with such release. I understand and agree that the Program is being offered solely by the Offeror and not by ChargePoint. I hereby agree that ChargePoint shall have no liability whatsoever from Offeror’s failure to deliver any of the benefits offered by Offeror in connection with the Program, and hereby forever release and disclaim, on behalf of myself, my heirs and assigns, ChargePoint from any and all claims I may have against it, its employees, officers and directors arising out of or in connection with Offeror’s failure to deliver such benefits.