

Terms and Conditions

These Terms and Conditions govern the New York State Electric and Gas Corporation (“NYSEG” or the “Utility”) OptimizEV program (the “Program”). By continuing and enrolling in the Program, the designated Utility residential customer (“Participant”) acknowledges that they have read, understand, and agree to these Terms & Conditions. Participant further acknowledges that the Utility has retained a third-party Technology Partner to implement the Program and that the Participant may be required to accept additional terms and conditions from the Utility’s Technology Partner in order to participate. The parties acknowledge and agree that the Technology Partner is a third-party beneficiary of this Agreement. Subject to the terms herein, this Program is offered to Participants who enroll in the Program on or after July 14, 2023, through December 31, 2026.

1. Defined Terms

- 1.1. **Electric Vehicle (“EV”):** A type of vehicle that is powered entirely or in part by electricity stored in a battery. For the purposes of this Agreement, an EV includes:
 - 1.1.1. **Battery Electric Vehicle (“BEV”):** A fully electric vehicle that relies solely on a battery for power and does not have an internal combustion engine.
 - 1.1.2. **Plug-in Hybrid Electric Vehicle (“PHEV”):** A vehicle that has both a battery and an internal combustion engine and can run on either electricity or combustible fuel that is capable of being “plugged” into an electric power source in order to charge the battery.
- 1.2. **Electric Vehicle Supply Equipment (“EVSE”):** Devices used to supply EVs with electricity, more commonly known as “EV chargers”. Residential EVSE devices generally fall into 2 categories, Level 1 and Level 2.
 - 1.2.1. **Level 1 (“L1”):** The lowest speed charger. An L1 Charger plugs into an average 3-prong 120V plug and is provided standard with most EVs. These plugs charge an EV very slowly, and the time required varies greatly depending on the size of the battery. At this time, L1 chargers are not eligible to participate in the Program.
- 1.3. **Level 2 (“L2”):** Generally, the most powerful charger available in residential settings. L2 Chargers either plug into a 240V outlet or are hardwired directly and usually require an electrician to install a new outlet where you charge your EV. L2 chargers are usually purchased separately from your EV, though a small number of EVs do include these chargers with the purchase of an EV. L2 Chargers are available in several different power ratings and can fully charge an EV in 3 to 7 hours, depending on battery size and power level. L2 Chargers can be Networked or Non-Networked. Networked L2 Chargers, or “Smart Chargers”, connect to the internet through a wi-fi or cellular connection and can be controlled remotely, generally through a mobile application.
- 1.4. **Electricity Rate:** The cost of electricity measured in kilowatt-hours (“kWh”). Electricity rates for this Program are structured into Standard Rates and Time-of-Use rates.
 - 1.4.1. **Standard Rate:** A pricing structure that charges a fixed rate per unit of electricity consumed, regardless of the time of day.
 - 1.4.2. **Time-of-Use (“TOU”) Rate:** A pricing structure that charges different rates for electricity consumption based on the time of day. Electricity rates are typically highest during on-

peak hours when demand for electricity is high, and lowest during off-peak hours when demand is low. For this program, the Utility's off-peak hours are 11:30pm-7am EST daily; 12:30am-8am EDT daily.

- 1.5. **Managed Charging:** The capability of the Utility to start, stop or reduce the flow of electricity to a Participant's EV. Managed Charging can be done by prompting Participants to adjust their own charging, by sending direct signals to the Participant's EV or EVSE, or a combination of these two methods.
- 1.6. **Participant:** A residential Utility customer who owns or leases a BEV or PHEV with an L2 home charger, uses the mobile app or web portal to enroll an eligible EV or EV charger, and commits to participating in the Program for a minimum of 12 months.
- 1.7. **Technology Partner:** The entity that supports the Utility with implementation and administration of the Program. The Technology Partner administers the Web Portal and Mobile App and provides Software as a Service ("SAAS") technology that enables EV interconnection via networked L2 Chargers or EV Telematics. The Utility is currently partnered with ev.energy to administer this Program.
- 1.8. **Telematics:** The capability of a Participant's EV to wirelessly communicate with the Utility. This communication enables the transfer of important vehicle and charging data and can be used to enable control signals that start, stop, or reduce EV charging.

Program incentives and eligibility criteria are authorized by the Public Service Commission ("PSC") of New York and are subject to change. To be eligible to participate in the Program, Participant must adhere to the following conditions:

2. Eligibility Requirements

- 2.1. Participant must be a residential electric account holder in the Utility's service area.
- 2.2. Participant must own or lease a PHEV or BEV and connect through a L2 EVSE. At this time, L1 EVSE are not eligible to participate in the Program.
- 2.3. Participants may enroll a maximum of 2 eligible devices per Utility service account.
- 2.4. The Utility offers an alternate EV rate structure that applies a TOU rate to customers' entire household, commonly referred to as the EV TOU Rate. This rate is Service Classification No. 8 – Residential Service – Day/Night Rate Special Provision Plug-in Electric Vehicle ("SC-8 PEV"). **Customers enrolled in the EV TOU rate are not eligible to participate in the Program.** If you are unsure of your specific rate, please check a recent Utility bill and contact customer service with any questions.
- 2.5. Participants enrolling with a Level 2 EVSE must have an always-on Wi-Fi network and the EVSE must be connected to this Wi-Fi network.
- 2.6. Participants enrolling with EV Telematics must have an active cellular connection through their vehicle's Original Equipment Manufacturer ("OEM").
- 2.7. Participant's EVSE network or EV Telematics must be capable of integrating with the Technology Partner. The Qualifying Products List document on the Program webpage contains a complete list of eligible EVs and EVSE.
- 2.8. Participant must enroll and participate in either the Baseline Tier or Advanced Tier of the Program for a minimum of 12 months and otherwise fulfill the requirements therein.

3. Participation Requirements

3.1. Baseline Tier

- 3.1.1. Participants must activate a networked L2 charger or EV telematics in the Web Portal and/or Mobile App and agree to share their charging session data with the Utility and Technology Partner.
- 3.1.2. Participants will earn incentives in each month that 80% or more of their total time charging at home occurs during off-peak hours. The incentives are described in more detail in Section 4, below.
- 3.1.3. Participants who do not achieve the 80% threshold in any given month will not earn an incentive for that month but do not lose their ability to earn incentives in the other months of the enrollment period.

3.2. Advanced Tier

- 3.2.1. Participants must activate a networked L2 charger or EV telematics in the Web Portal and/or Mobile App and agree to share their charging session data with the Utility and Technology Partner.
- 3.2.2. Participants must allow the Utility and Technology Partner to actively manage their home EV charging that follows a set of charging parameters determined by the Participant.
- 3.2.3. Participants must use the Web Portal and/or Mobile App to set a State of Charge (“SOC”) (in Web Portal/Mobile App called the “maximum charge limit”), and a Time Charge is Needed (“TCIN”) (in Web Portal/Mobile App called the “ready by time”).
- 3.2.4. When the Participant’s EV is plugged in at a home location defined within the Web Portal and/or Mobile App, the Utility and/or Technology Partner will send signals through the Participants EVSE or Telematics to actively manage Participant’s charging during off-peak hours, according to the Participant’s defined SOC and TCIN parameters.
- 3.2.5. In order to receive ongoing incentives, Participants must not override their managed charging sessions resulting in an on-peak charging event greater than 15 minutes, more than 3 times per month.
 - 3.2.5.1.1. Participants are not limited to the number of times they override their managed charging sessions (SOC and TCIN) and do not risk meeting their monthly goal so long as on-peak charging does not occur.
- 3.2.6. Participants not achieving their managed charging goal in any given month do not earn an incentive for that month but do not lose their ability to earn incentives in the other months of the enrollment period.

4. Incentives

- 4.1. Baseline Tier Participants are eligible for a one-time upfront incentive of \$25.00 when enrolling as described in 3.1.1.
- 4.2. Advanced Tier Participants are eligible for a one-time upfront incentive of \$150.00 when enrolling as described in 3.2.1.
- 4.3. Upfront incentives shall be distributed within 30 days of enrollment.
- 4.4. An EV with eligible Telematics and EVSE combination shall be eligible for one enrollment incentive.
- 4.5. By order of the New York State Public Service Commission (PSC), ongoing incentives per kWh shall not exceed the difference between the default volumetric rate and a PSC-approved TOU rate. For Participants meeting their respective tier’s requirements, the calculation of monthly ongoing incentives is the same.
- 4.6. Participants’ incentives will be based on total off-peak home EV kWh consumption in a given month.

- 4.7. Monthly incentives will be calculated by multiplying the Participant's total off-peak home EV kWh consumption by the difference between the Utility's average standard and TOU rates. View the Program Guide for more detail on how monthly incentives are calculated.
- 4.8. Incentives will vary based on standard rates, TOU rates, and Participant EV energy consumption.
- 4.9. Ongoing incentives are calculated using a fixed monthly schedule. Accumulated incentives are distributed to Participants on a fixed quarterly schedule.
- 4.10. All incentives are distributed as off-bill payments via a secure Venmo or PayPal link through the Web Portal and/or Mobile App.
- 4.11. Participant must remain in their selected participation Tier for a minimum of 12 months before being able to change their participation to another Tier. Participants switching tiers are not eligible for additional upfront incentives.

5. Web Portal and/or Mobile App Use

- 5.1. Participants will enroll and participate in the Program using the Web Portal and/or Mobile app administered by the Utility's Technology Partner.
- 5.2. During the enrollment process, the Participant will be required to provide relevant contact information and their Utility account information. Participants failing to provide this information will be unable to continue with the enrollment process.
- 5.3. Participants will select and link their eligible EVSE or Telematics. Participants failing to link an eligible EVSE, or Telematics will be unable to continue with the enrollment process.
- 5.4. The Utility will provide overview information on the Baseline and Advanced Tiers within the Web Portal and/or Mobile App. The Participant shall select a participation tier during the enrollment process.
- 5.5. The Web Portal and/or Mobile App will provide Participants with guidance for ongoing participation and fulfillment of the requirements within their selected tier.
- 5.6. Participants retain the option of "opting out" of their charging schedule at any time by selecting the 'Boost' option within the Web Portal and/or Mobile App.
- 5.7. Participants will be able track and visualize their charging activities over various timeframes.
- 5.8. The Web Portal and/or Mobile App will provide Participants with insights on their charging habits, including how to improve and optimize their charging behavior, and suggestions on lifestyle changes that might result in optimized charging.
- 5.9. The Web Portal and/or Mobile App will track Participant's progress toward their monthly tier-specific goals, and track incentives earned.
- 5.10. The Web Portal and/or Mobile App will provide Participants with a personalized monthly charging report, including Program participation success metrics.

6. Communications

- 6.1. Participants agree to receive regular communications about the program which may include emails, texts, and/or app notifications. These communications will remind Participants of important program participation requirements, provide reports on historic participation, and provide recommendations to achieve peak Program participation and maximum incentives.
- 6.2. Participants will receive monthly reports on their charging activity within which a determination of their success or failure to achieve the relevant monthly goal will be presented.
- 6.3. Participants will receive communications within 30 days of the end of each year summarizing their incentives earned for that year and metrics on participation including kwh offset.
- 6.4. The communications described in Section 6 are fundamental to achieving the Utility's goal of optimizing EV charging in their service area. The Participant is responsible for reading and adjusting their EV charging behavior as necessary to maximize Program performance.

7. Disputes

- 7.1. The Utility endeavors to provide Participants with a transparent Program that fairly awards Participants for the load shifting potential they provide. When discrepancies arise between a Participant's expectations and metrics reported by their Utility, it is the Utility's intent to resolve issues in a way that encourages continued participation from that Participant in the future but also utilizes Program dollars in a cost-efficient manner.
- 7.2. Participants who disagree with their reported charging or incentive amounts are encouraged to promptly reach out via email to Program Support Staff as listed in Section 8.
- 7.3. Depending on the specific nature of the dispute, the Participant may be required to provide documentation of their charging behavior over the disputed time period. Program Support Staff will compare evidence provided by the Participant against backend Web Portal and/or Mobile App charging data and come to a resolution.
- 7.4. The Utility will seek to resolve all disputes in a timely manner. All Participants seeking resolution to a dispute will receive a response within 3 business days and determinations will be made within 10 business days.
- 7.5. Depending on the frequency and nature of disputes, Participants may be advised and guided by Program Support Staff to change their tier of Participation and/or method of participation (EV versus EVSE).
- 7.6. The PSC requires the Utility to document and report all disputes and complaints.
- 7.7. All documented disputes and relevant evidence shall be retained for a period of 12 months, to ensure all issues are resolved and Participants have a full program year to reassert their claims.

8. Program Support

- 8.1. The Utility will provide Participants with a Frequently Asked Questions ("FAQ") document that can be located on the Program's web page.
- 8.2. Participants will have access to Program support through the Utility's Program staff and additional Program and Web Portal/Mobile App support provided by the Technology Partner.
- 8.3. All Participant inquiries will be responded to within 3 business days.
- 8.4. For Web Portal and/or Mobile App support, EV/EVSE charging issues and all other technical support, the Participant is advised to reach out to the Technology Partner via email at NYSEG@ev.energy.
- 8.5. For general Program support and questions, communication issues and all charging/incentives disputes, the Participant is advised to reach out to their Utility's Program support staff via email at HomeEV@nyseg.com.

9. Termination

- 9.1. Participants enrolled in the Program who, in the Baseline Tier, fail to charge off-peak, or, in the Advanced Tier, fail to set a SOC and TCIN in the Web Portal and/or Mobile App for two consecutive quarters shall be considered non-participating.
- 9.2. Participants considered non-participating will receive a notification of Pending Termination and the Participant must respond within 30 days of the Termination notice. Participants who, in the sole judgment of the Utility, have failed to provide a satisfactory response will be Terminated.
- 9.3. Participants who violate these Terms and Conditions shall be Terminated without an opportunity to cure the violation.
- 9.4. Participants Terminated from the Program will no longer be eligible to receive ongoing incentive payments.
- 9.5. The Utility will notify the PSC of Participants Terminated from the Program. The Utility may recommend, or the PSC may authorize additional penalties including, but not limited to, the inability to participate in future managed charging programs and the claw-back of any upfront incentives previously paid to Participants.

- 9.6. Participants that leave the Program before the 12-month period ends may be required to pay back a prorated portion of the upfront incentives they received as part of this Program.
- 9.7. Requests for early termination without penalty will be considered on a case-by-case basis and are subject to the Utility's sole discretion regarding approval.
- 9.8. After 12 months, participation continues until the Participant submits a request to disenroll or until the Program is discontinued.

10. Data Collection & Confidentiality

- 10.1. The Participant grants to the Utility and Technology Partner the right to collect data on EV charging behavior for promotional, regulatory or evaluation purposes. Data collected may include but not limited to charging history, energy consumption, full name, home address, Utility account number, participation level (Baseline or Advanced), incentives paid to date, device unique identifier, vehicle make/model and EVSE make/model.
- 10.2. The Utility and Technology Partner shall keep in strict confidence any Participant confidential information and any confidential EVSE utilization data. The Utility and Technology Partner shall exercise reasonable care to maintain the confidentiality and shall aggregate, anonymize, and otherwise encrypt data if/when disclosed publicly.

11. Name and Logo Use

- 11.1. The Participant shall not use the Utility's name or logo or other trademarks without express written authorization. Any use of the Utility's name and logo must be reviewed and approved by the Utility and such use must strictly adhere to specific name and logo use/branding requirements.

12. Tax Liability

- 12.1. The Utility will not be responsible for any tax liability that may be imposed on the Participant because of the payment of incentives or participation in the Program.

13. Limitation of Liability

- 13.1. The Utility and Technology Partner are not liable for any damages arising out of or resulting from participation in this program, including but not limited to damage to Participant's EV or EVSE, failure to realize expected savings, loss of data, or similar losses of any kind, as well as any indirect, incidental, punitive, special, or consequential damages, or for any damages in tort connected with or resulting from participation in this Program.
- 13.2. Participant understands that all funding for incentives under this Program derives from Utility ratepayers in part by approval from the PSC. The Utility does not guarantee the availability of funding for the Program and is not responsible for any costs or damages incurred by applicant if funding for this Program is reduced or eliminated by the State of New York or PSC action. Funding is subject to change at any time without notice.

14. Indemnification

- 14.1. To the extent permissible under law, the Participant shall indemnify, defend and hold harmless the Utility, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) brought by or on behalf of third parties (collectively, "Loss") to the extent arising out of or resulting from the Participant's participation in Program or the Participant's acts or omission with respect to the Program or this Agreement (as well as those acts and omissions by Participant's contractors, representatives or agents), except to the extent that such Loss results from the gross negligence or willful misconduct of the Utility. This Section shall survive the termination or expiration of the Agreement.

15. Compliance with Laws

15.1. The Participant shall 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.

16. Notice

16.1. All notices, requests, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be deemed to have been sufficiently given for all purposes hereunder when delivered personally or mailed by registered or certified mail (i) if to the Utility at 180 S. Clinton Ave, Rochester, NY 14604, Attention: Program Manager Electric Vehicles; and (ii) if to the Participant, at the mailing address as defined during Program enrollment.

17. Governing Law

17.1. The Agreement shall be interpreted and enforced according to the laws of the State of New York without regard to its conflicts of law principles. Any controversies arising out of the Agreement shall be submitted only to the courts of State of New York located in Monroe County, NY. The Participant hereby submits to said courts for the purposes of interpretation and enforcement of this Application and its Terms and Conditions.

18. Assignment

18.1. This Agreement may not be assigned by the Participant without the express written consent of the Utility.

19. Amendment

19.1. There shall be no amendment to this Agreement, or any Program guidelines as related to Participant's participation unless such is made by the Utility and mutually agreed upon by Participant and the Utility.

20. No Third-Party Beneficiaries

20.1. This Agreement does not grant any rights to any third parties.

21. Entire Agreement

21.1. This Agreement constitutes the entire agreement between the Utility and the Participant with respect to the subject matter hereof, 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. Participant has read, understands, and agrees to these Terms and Conditions.