

**COREV CHARGE PROGRAM  
MEMBER ENROLLMENT AGREEMENT  
(Reference Only – No Signature Required)**

Welcome to COREV Charge! This cover and signature page is intended as an overview of the terms and conditions of this COREV Charge Agreement. Several pages follow this cover page **and should be read in their entirety.**

1. I meet all Program eligibility requirements listed in Section 2.
2. I agree to satisfy the obligations set forth in Section 3.
3. I acknowledge CORE's Obligations described in Section 4.
4. I agree to pay the \$22 monthly Program Subscription Fee and acknowledge the payment terms set forth in Section 5.
5. I acknowledge and agree to the Term and Termination provision described in Section 6.
6. I acknowledge that ChargePoint will be releasing my usage information to CORE and consent to its use for analysis purposes and understand that CORE may develop technologies to manage EV charging during high demand events, detailed in Section 7 and Exhibit A.
7. I acknowledge CORE's title to the Equipment and the Usage Data described in Section 8.
8. I meet the insurance requirements described in Section 9.
9. I agree to CORE's warranty conditions described in Section 10.
10. I agree to the indemnification requirements and limitations of liability as described in Sections 11 and 12, respectively.
11. I acknowledge and agree to the communication and notice requirements described in Section 13.
12. I acknowledge the miscellaneous contract provisions set forth in Section 14.

If you have any questions regarding the COREV Charge Program, please do not hesitate to contact CORE at (800) 332-9540 or [corev@core.coop](mailto:corev@core.coop).

***This document is for informational use only at this time. Once you submit the enrollment form and CORE has completed its review, this document will be emailed to you from DocuSign for your electronic signature.***

**COREV CHARGE PROGRAM  
MEMBER ENROLLMENT AGREEMENT  
(Terms and Conditions)**

These Terms and Conditions and Exhibit A hereto, together with the foregoing Cover and Signature Page, constitute the COREV Charge Program Agreement (the "Agreement") by and between CORE Electric Cooperative ("CORE" or "us") and the enrolling member of CORE ("Participant" or "you"/"your") (individually, each a "Party" and collectively, the "Parties") and set forth the characteristics and requirements of CORE's COREV Charge Program (the "Program"). Prior to enrollment in the Program, you must review these Terms and Conditions in their entirety. Your failure to meet the requirements of the Program as set forth herein may result in the termination of your participation in the Program.

**1. Definitions**

- 1.1. "Contractor" means any other authorized third-party contractor(s) engaged by CORE in connection with the Work or the COREV Charge Program.
- 1.2. "CORE EV Charger" means the ChargePoint, Inc. Home Flex device provided by CORE and installed in Participant's fully-enclosed garage to deliver electricity from the Make-Ready Wiring to the electric vehicle ("EV"), together with the ungrounded, grounding, and equipment conductors, plus the EV connectors, attachment plugs, and all other fittings, devices, apparatuses, or firmware associated with the installed device, but does not include Make-Ready Wiring or any special adapter for charging electric vehicles as specified in Section 3.2. The CORE 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.
- 1.3. "Make-Ready Wiring" means all necessary electrical work to provide a dedicated 208/240V AC circuit that will adequately supply power to a ChargePoint HomeFlex Level 2 EV charger. This necessary work could include the addition of a new dedicated branch circuit, or any modifications or repairs of an existing dedicated branch circuit. The modifications and repairs could include: moving or extending the branch circuit to the desired EV charging location, supplying or replacing the circuit breaker feeding the branch circuit, properly terminating aluminum wiring with copper, or any other electrical work needed from the electrical service panel to the EV charging power outlet. All Make-Ready Wiring shall be installed by a qualified electrician provided by CORE that adheres to all local jurisdictional interpretations of the National Electric Code and in accordance with all applicable/required permits at Participant's residence. 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.

- 1.4. "Residence" means Participant's single-family home property (defined as a detached single home, townhome/row house, or duplex/paired home) located within CORE's electrical service territory and corresponding with Participant's electrical account with CORE.
- 1.5. "Site" means the designated location in an enclosed garage or other area approved by CORE on which the CORE EV Charger will be installed at the Residence.

## **2. Program Eligibility Requirements**

Participant represents and warrants that it meets the following eligibility requirements to participate in the COREV Charge Program, and affirms that Participant:

- 2.1. is a member in good standing with CORE, meaning that the member has not received more than one (1) disconnect notice from CORE in the last twelve (12) months;
- 2.2. is enrolled in CORE's account management platform, SmartHub, and agrees to ensure that the contact information provided in SmartHub is accurate and updated at all times;
- 2.3. has wireless internet ("Wi-Fi") service at the Site with sufficient signal strength and network configuration for the CORE EV Charger to reliably connect to the Internet; and
- 2.4. has a fully enclosed garage at the Residence.

## **3. Participant's Obligations and Authorizations**

- 3.1. Participant agrees to complete Make-Ready Wiring to support installation of a CORE EV Charger, by:
  - 3.1.1. engaging CORE's Contractor to complete Make-Ready Wiring; or
  - 3.1.2. engaging a qualified electrician to complete the Make-Ready Wiring at the Site in accordance with all applicable requirements in the National Electric Code, Colorado law, and local municipal codes, and passes CORE's Site and compatibility inspection.
- 3.2. Participant is responsible for services rendered to complete the Make-Ready Wiring and for the purchase of any necessary adapters (for example, the J 1772 adapter for charging Tesla vehicles). No other up-front investment is required by Participant.
  - 3.2.1. If CORE's Contractor completes the Make-Ready Wiring, a one-time bill credit of 50% of the Make-Ready Wiring cost, up to \$300, will be applied to Participant's electric bill approximately 60 to 90 days following the installation and activation of the CORE EV Charger.

- 3.2.2. Participant shall work with CORE or its Contractor to schedule a Site and compatibility check for all Make-Ready Wiring or installations that were not completed by CORE or its Contractor. Participant agrees to permit CORE's Contractor access to the Site to perform the necessary compatibility check.
- 3.3. Participant shall work with CORE or CORE's Contractor to schedule installation of the CORE EV Charger at the Site. Participant shall grant to CORE or its Contractor such access to the Site and sufficient space for locating the CORE EV Charger at the Site as may be deemed necessary or desirable by CORE or CORE's Contractor for the Work. Installations must conform to CORE's specifications.
- 3.4. Participant agrees to allow CORE to connect to the CORE EV Charger to provide CORE with access to Participant's electric vehicle supply equipment ("EVSE"). Once the CORE EV Charger is activated and connected to CORE ("EVSE-CORE Connection"), CORE will have the capabilities described in Section 7.1 below and access to the Usage Data as described in Section 7.2 below.
- 3.5. Participant shall maintain a Wi-Fi connection from the CORE EV Charger to Participant's home network that allows continual communication with an Internet Service Provider for the operation of the CORE EV Charger as provided under this Agreement.
- 3.6. Until the CORE EV Charger is deemed non-functional (in CORE's sole discretion), Participant hereby consents to and shall permit CORE, the Contractors, and any underlying manufacturer, vendor, or subcontractor to access, collect, and share with their respective parent, affiliates, subsidiaries, and subcontractors all data from the CORE EV Charger, including but not limited to the "Usage Data" described in Section 7.2 of this Agreement.
- 3.7. Participant will be responsible for any use of the CORE EV Charger and shall at all times use the CORE EV Charger in a safe and appropriate manner. Participant will not damage, abuse, or misuse the CORE EV Charger.
- 3.8. Participant shall maintain the area of the Site surrounding the CORE EV Charger in a safe and appropriate manner and promptly notify CORE of any problems related to the CORE EV Charger that Participant becomes aware of. Such maintenance includes, but is not limited to, ensuring that the Site provides for proper ventilation around the CORE EV Charger, and that the Site is clear of debris or any potential safety hazards. For the avoidance of doubt, Participant is not responsible for the ongoing maintenance of the CORE EV Charger itself.
- 3.9. Participant agrees to remedy minor issues that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers or reconnecting the CORE EV Charger to Participant's Wi-Fi service.
- 3.10. Participant agrees to provide access and assistance to facilitate CORE EV Charger testing, if selected. Such cooperation may include, but is not limited to, periodic inspection and the addition of monitoring hardware or software at CORE's expense.

- 3.11. Participant agrees to cooperate with CORE in fulfilling CORE's reporting requirements to any federal, state, or local regulatory or governing entities.

#### **4. CORE's Obligations**

CORE, or its Contractor, shall provide, install, maintain, repair, or replace (collectively the "Work") the CORE EV Charger at the Site. CORE shall provide electric utility services to the Residence, and Participant shall pay for such services consistent with the applicable electric utility tariff in force and effect on Participant's account. CORE, in its sole discretion, shall have the right to repair, modify, or replace the CORE EV Charger at any time during the Term (defined in Section 6) of this Agreement.

#### **5. COREV Charge Program Subscription Fees**

- 5.1. By enrolling in this COREV Charge Program, Participant agrees to pay the monthly subscription fee of \$22 each month ("Subscription Fee"), which will be added to Participant's monthly retail electric billing statement ("Bill") after the CORE EV Charger has been installed and activated. The Subscription Fee is due monthly on the due date of Participant's Bill and covers installation, maintenance, and replacement costs, when determined applicable at CORE's sole discretion, for the CORE EV Charger.
- 5.2. The specified monthly Subscription Fee is subject to change at CORE's discretion with a 30-day notice.
- 5.3. CORE shall administer the COREV Charge Program and assess all applicable fees, rates, and charges applicable to Participant as provided in CORE's Rates and Regulations, as they now exist or may hereafter be changed, as posted on CORE's website. CORE shall identify all fees, rates, and charges assessed by CORE under this Agreement on Participant's Bill and collect payment in the same manner as other retail electric charges.
- 5.4. Failure of Participant to pay the Subscription Fee may result in termination of Participant's participation in the Program, the removal of the CORE EV Charger, and disconnection of CORE-provided electric service.

#### **6. Term and Termination**

- 6.1. The term of this Agreement commences once CORE has confirmed that the CORE EV Charger is activated and continues unless terminated by 60 days' written notice by either party. All notices under this Agreement shall be given as set forth in Section 13.4 below.
- 6.2. If CORE is unable to complete the activation process due to an insufficient Wi-Fi signal at the Site, or non-compliant Make-Ready Wiring performed by a non-CORE Contractor, CORE may cancel Participant's enrollment in the COREV Charge Program and terminate this Agreement.
- 6.3. If Participant plans to sell or otherwise vacate the Residence, then Participant shall provide CORE with at least 60 days' prior written notice to terminate this Agreement. If Participant plans to re-enroll in the COREV Charge Program at a

different Residence within CORE's service territory, Participant will be required to sign a new COREV Charge Program Agreement to re-enroll.

- 6.4. If Participant sells the Residence and does not desire or request to relocate the CORE EV Charger, or if Participant ceases to be a member of CORE, this Agreement automatically terminates on the closing date of the sale of the Residence, or the date Participant terminates this Agreement with CORE (or ends its membership with CORE), whichever is earlier.
- 6.5. Upon the termination of this Agreement for any reason, including pursuant to Sections 6.1 through 6.4 above, within 60 days following the notice of termination, CORE shall have the right to remove the CORE EV Charger from the Site at no cost to Participant. CORE will not remove or take possession of the Make-Ready Wiring at any time. CORE shall leave all Make-Ready Wiring and ancillary hardware in place at the Site.
- 6.6. For the avoidance of doubt, only CORE, or its Contractor, may perform Work to remove the CORE EV Charger from the Site in the event of termination of this Agreement. Participant acknowledges that failure to utilize CORE, or its Contractor, for CORE EV Charger installation or removal may result in voiding any CORE EV Charger warranty and/or maintenance support agreement. CORE may include the cost of any damages to the CORE EV Charger arising from Participant's failure to comply with the foregoing on Participant's next Bill.
- 6.7. If following the termination of this Agreement, CORE elects to remove the CORE EV Charger from the Site, but is prevented from doing so for any reason, then Participant shall be responsible for the replacement cost of the CORE EV Charger and will be billed by CORE for such cost.
- 6.8. Upon termination of this Agreement as hereinabove provided, neither party shall have any further obligation hereunder except for (a) obligations accruing prior to the date of termination and (b) obligations, promises or covenants contained in Section 14.6 of this Agreement, which are expressly made to extend beyond the term of this Agreement.

## **7. Usage Data**

- 7.1. CORE is currently developing the application program interface ("API") that will enable CORE to pre-schedule or curtail the CORE EV Charger load to accommodate efficiencies during high demand events. CORE will notify Participants once the API is complete and CORE has program load management capabilities. In the meantime, CORE intends to utilize the Usage Data for the purpose of analyzing charging data and usage patterns. Participant understands and agrees that: (i) Participant shall leave the CORE EV Charger turned on and connected to Wi-Fi at all times to enable CORE to retrieve Participant's Usage Data and to manage the CORE EV Charger load; and (ii) CORE shall have the right, at its sole discretion, to curtail the CORE EV Charger load to a specific amperage when necessary.
- 7.2. The data retrieved from Participant's EVSE, including: (i) EV charging activity, (ii) scheduling and control signals from CORE or its Contractors, (iii) EV usage, and

(iv) technical performance of the EV and the CORE EV Charger, collectively (i) through (iv) of this Section 7.2 shall mean the "Usage Data."

- 7.3. By Participant's signature on the foregoing Cover and Signature Page, Participant consents to and authorizes CORE to use, copy, and distribute such Usage Data for the purpose of analyzing charging data and usage patterns. CORE also shall have the right to use, copy, and store the Usage Data to provide utility service in the ordinary course of business. All rights, title, and interest in the Usage Data, as referenced in Section 7.2 above, and related information collected from the CORE EV Charger immediately vests in CORE.
- 7.4. CORE shall comply with all federal, state, and local laws, as applicable, in the access, collection, and sharing of the Usage Data.
- 7.5. By electronically signing the Cover and Signature Page to this Agreement, you agree to the ChargePoint Customer Data Release and Load Management Authorization attached as Exhibit A hereto.

## **8. Title to Equipment and Usage Data**

- 8.1. Upon completion of the CORE EV Charger installation, and at all times during the Term of this Agreement, CORE retains ownership of and title to the CORE EV Charger. Participant shall ensure that the CORE EV Charger is not subject to any lien, security interest, or other claim asserted by any creditor of Participant, and any sale of the Residence/Site by Participant does not include the CORE EV Charger. Participant shall not make any alterations, changes, or modifications to the CORE EV Charger without first securing prior written permission from CORE and, if necessary, any applicable underlying manufacturer.
- 8.2. As stated in Section 7 above, all rights, title, and interest in the Usage Data, and related information collected from the CORE EV Charger, immediately vests in CORE.

## **9. Participant's Insurance Coverage**

- 9.1. Participant shall have and maintain in full force and effect throughout the Term of this Agreement a standard fire and homeowner's insurance policy including liability coverage with amounts sufficient to cover the full replacement cost of the Residence, including all personal property located at the Residence. Regardless of cause and subject to applicable law, Participant hereby waives any and all claims and rights of action (by way of subrogation or otherwise) against CORE (and any of its insurance companies or Contractors) which may arise as the result of bodily injury or property damage to the Residence, when such claim is covered by a 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.
- 9.2. 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.

- 9.3. Participant shall bear full responsibility (financial or otherwise) for failure to comply with Participant's covenants and obligations set forth in this Section 9.

## **10. Warranty**

CORE WARRANTS THAT THE CORE EV CHARGER AND ANY WORK PERFORMED BY CORE, OR ITS CONTRACTORS RELATED TO THE CORE EV CHARGER, WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP DURING THE TERM OF THIS AGREEMENT. IN THE EVENT THAT THE CORE EV CHARGER OR ANY WORK IS FOUND TO BE DEFECTIVE IN EITHER MATERIALS OR WORKMANSHIP, CORE SHALL REPAIR OR REPLACE SUCH DEFECTIVE CORE EV CHARGER OR WORK. SUCH REPAIR OR REPLACEMENT IS PARTICIPANT'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY. CORE EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED. FURTHER, CORE MAKES NO WARRANTY THAT (i) THE CORE EV CHARGER WILL MEET PARTICIPANT'S REQUIREMENTS OR EXPECTATIONS, OR (ii) THE OPERATION OF THE CORE EV CHARGER WILL BE SECURE OR ERROR FREE. FOR THE AVOIDANCE OF DOUBT, REPAIR OR REPLACEMENT OF NON-CONFORMITIES CONSTITUTES CORE'S SOLE LIABILITY AND PARTICIPANT'S EXCLUSIVE REMEDY HEREUNDER, WHETHER ANY WARRANTY CLAIMS ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.

## **11. Indemnification**

Participant hereby agrees to indemnify and hold CORE, its officers, agents, employees, board of directors and members ("Indemnitees") harmless from any and all damages, expenses, and costs, including attorneys' fees, for any loss, damage, or injury to persons or property arising from or related to Participant's use of the CORE EV Charger (and any associated CORE EV Charger hardware), or otherwise for Participant's negligence or misconduct.

## **12. Limitations of Liability**

PARTICIPANT EXPRESSLY AGREES THAT IN NO EVENT SHALL CORE BE LIABLE TO PARTICIPANT, REGARDLESS OF LEGAL THEORY ALLEGED, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, REMOTE, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO: (i) any property damage (real, personal, tangible, or intangible) or personal injury (including physical, mental, or emotional distress) or death arising; (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 CORE and any applicable Contractor, prior to the performance of any Work; (iii) any damages arising or alleged to have arisen from the Make-ready Wiring and/or 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 CORE or its Contractors 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 CORE EV Charger or associated CORE EV Charger infrastructure when applicable codes, standards, or specifications prohibit the installation, or use of such vehicle or equipment. CORE shall not pay for any costs incurred or damages sustained by Participant for purchasing any EV, equipment, or otherwise in reliance upon CORE being able to provide a CORE EV Charger to Participant. CORE is not liable for cases of incomplete EV

charging whether caused by power outage, Make-Ready Wiring, CORE EV Charger, Wi-Fi connectivity or network configuration, associated firmware or software, acts of negligence of CORE or its 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 CORE's total liability under this Agreement exceed an amount equal to one-year of Subscription Fees paid by Participant to CORE under this Agreement.

To the maximum extent allowed by law, Participant agrees to, and hereby does, release the Indemnitees from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use of the CORE EV Charger. Participant's sole and exclusive remedy against Indemnitees is the warranty set forth in Section 10.

### **13. Communications and Notices**

- 13.1. Participant authorizes CORE to communicate with Participant by any reasonable method, which may include email or text, about: (a) electric vehicle news and events and other CORE programs (collectively known as "Commercial Communications"), and (b) transactional and relationship information about the COREV Charge Program and CORE EV Charger (collectively known as "Transactional Communications"). CORE will attempt to limit the number and frequency of Commercial Communications being sent to Participant. Participant shall have the right to unsubscribe from receiving Commercial Communications. However, Participant will continue to receive Transactional Communications for as long as Participant participates in the COREV Charge Program.
- 13.2. If Participant encounters any issues regarding the COREV Charge Program, Participant may call CORE during regular business hours. If further support is needed, Participant shall provide CORE with written notice setting forth the issue or dispute in detail and include all related documentation. CORE shall consider the dispute and respond to Participant within fifteen (15) business days of receiving written notice of a dispute.
- 13.3. CORE reserves all rights to issue public statements, press releases, and similar publicity concerning the CORE EV Charger and its COREV Charge Program. Participant shall not make or assist anyone to make any such statements, releases, photographs, or publicity without prior written approval of CORE.

13.4. All notices required in this Agreement must be in writing. CORE shall send notices required hereunder to Participant via email (to the email address provided by Participant in SmartHub). Participant shall send any such notices or other communications regarding the COREV Charge Program to CORE either by email to:

[corev@core.coop](mailto:corev@core.coop)

or by personal delivery, overnight courier, or U.S. mail to:

Energy Programs  
C/O CORE Electric Cooperative  
5496 N. US Highway 85  
Sedalia, Colorado 80135

Any notice hereunder shall be deemed to be delivered: (A) on the date of delivery, if hand delivered; (B) one (1) business day after sending, if sent by overnight courier; (C) three (3) business days after the same is posted in a U.S. mail receptacle, postage prepaid and return receipt requested, or (D) upon confirmation of receipt by the recipient Party if sent by email. Any party may change its notice address by providing advance written notice; provided, however, that until written notice of such change of address is actually received by the other Party, the last address of such Party designated for notice shall remain such Party's address for purposes of notice hereunder.

#### 14. Miscellaneous Provisions

- 14.1. **Entire Agreement; Amendments.** This Agreement, including Exhibit A hereto, sets forth the entire agreement between the Parties. CORE reserves the right to modify the terms and conditions of the COREV Charge Program at any time upon written notice to Participant. Participant's continued participation in the COREV Charge Program shall constitute Participant's consent to any modification to this Agreement. No modifications of this Agreement shall be valid or binding unless made pursuant to the foregoing sentence or as agreed to by the Parties in writing.
- 14.2. **Status of Parties; No Third Party Rights.** This Agreement does not create any relationship of partnership, joint venture, agency, franchise, or association between the Parties, nor does this Agreement render any Party liable to the other as a partner, co-venturer, or principal. Except as may otherwise be expressly stated herein, no provision of this Agreement is intended or shall be construed to confer on any person or entity, other than the Parties hereto, any rights hereunder.
- 14.3. **Governing Law; Compliance with Law.** This Agreement and the COREV Charge Program shall be governed by and construed in accordance with the laws of the State of Colorado. The Parties agree to comply with all applicable laws in performing their obligations hereunder, including, but not limited to, all applicable rules and regulations of federal, state, or city regulatory agencies relating to the Work and operation of the CORE EV Charger, as well as environmental requirements associated therewith.

- 14.4. **Severability.** If any term or provision of this Agreement is held illegal, invalid or unenforceable by a court with jurisdiction over this Agreement, the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.
- 14.5. **Waiver.** The failure of CORE to require the performance of any of the terms of this Agreement, or the waiver by CORE of any breach of this Agreement or any requirement intended for its benefit, shall neither prevent a subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.
- 14.6. **Survival.** The following sections shall survive the expiration or termination of this Agreement: Section 8 (Title to Equipment and Usage Data); Section 9 (Participant's Insurance Coverage); Section 10 (Warranty); Section 11 (Indemnification); Section 12 (Limitations of Liability); and this Section 14.
- 14.7. **Assignment.** Neither Party shall have the right to assign its interest in this Agreement without the prior written consent of the other Party. The terms and conditions of this Agreement shall bind any permitted successors and assigns of the Parties.
- 14.8. **Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.
- 14.9. **Force Majeure.** If and to the extent that either Party is prevented, precluded or hindered from performance of any of its obligations under this Agreement (other than obligations of payment) by force majeure circumstances, including acts of God, the elements, acts of terrorism, disease, viruses, pandemics, epidemics, acts of governmental authorities, strikes, lockouts, casualties, or other similar or dissimilar causes beyond its reasonable control, such performance shall be excused for the time period and to the extent that such performance is prevented, precluded or hindered by such causes.
- 14.10. **Execution.** This Agreement may be executed and delivered by Participant to CORE by electronic means, including the e-mail transmittal of .pdf copies or by the use of any authenticated electronic signature technology (such as DocuSign or Adobe Sign). Any signature page so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

## **EXHIBIT A**

### **CHARGEPOINT CUSTOMER DATA RELEASE AND LOAD MANAGEMENT AUTHORIZATION**

I have enrolled in the COREV Charge Program (the "Program") and will receive the benefits described in the attached Agreement. I understand that, as a condition to my participation in the Program, I am required to authorize ChargePoint, Inc. ("ChargePoint"), to release usage information (the "Usage Information") generated by my ChargePoint charging station(s) to CORE Electric Cooperative ("CORE") and to assist CORE with certain energy management tasks that I have authorized CORE to perform in connection with the Program. ChargePoint maintains ownership of the Usage Information under my Subscription Agreement with ChargePoint, and I hereby request that ChargePoint release the Usage Information as provided herein and I permit CORE to associate my Usage Information with my personal information as independently collected and maintained by CORE. I understand that the release of such information may include a release to CORE of certain session data about the usage of my charging station(s) by me and my household members (the "Session Data"). I understand and agree that ChargePoint is not responsible for, nor has any authority with respect to, CORE's privacy practices or how CORE may use any information about me or my household members, the Usage Information or Session Data. I understand that if I want my Usage Information or Session Data deleted or returned by CORE, I must make a request directly to CORE. In consideration for being allowed to participate in the Program, I hereby authorize ChargePoint to release the Usage Information and Session Data and to assist CORE with performing the energy management tasks in the Program where applicable, and hereby forever release and disclaim, on behalf of me and any successors and household members, ChargePoint from any and all claims I may have against it, its employees, officers and directors, arising out of or in connection with such request and any release of Usage Information granted by ChargePoint.