

DTE Electric Company¹ Fleet Charging Infrastructure Enablement Agreement²

Definitions

EV: Plug-in hybrid or battery electric vehicle, including Class 1-8 on-road and off-road vehicles

EVSE: Electric vehicle supply equipment used for charging EVs (i.e., "charging station"), including both Level 2 chargers and Direct Current Fast Chargers (DCFCs)

EV Service Connection: Traditional utility infrastructure to deliver power from the utility distribution system to the meter, which may include cable, conductors, conduit, transformer, and the meter

EV Supply Infrastructure: Infrastructure necessary to deliver power from the meter to the EVSE, which may include an electric panel, cable, and conduit

Network Provider: Provides charging station hardware, software, and support services under a separate purchase order agreement with Fleet Operator to enable the operation of an EVSE fueling service

Fleet Operator: The entity participating in the Charging Forward program that owns or leases, operates, and maintains the fleet EVs; owns, operates and maintains the EVSEs; and also the customer of record for DTE Electric that will be responsible for paying the corresponding electric bill

Site: The property owned or occupied by the Fleet Operator where the EVSE will be installed

Fleet Operator Eligibility Requirements

To be eligible for the Charging Infrastructure Enablement rebate, the Fleet Operator must meet the following requirements:

1. Be a non-residential customer of DTE Electric that is current on payments and in good standing;
2. Have or plan to purchase EVs as defined above within 24 months of the application date
3. Have the right to install, own, operate, and maintain EVSE on the Site, which must reside within DTE Electric territory, in accordance with the Terms & Conditions below; and

¹ Hereinafter "DTE Electric".

² Hereinafter the "Agreement".

4. Agree to install, fund, own, operate, maintain, and network (via internet or cellular connection) new, qualified EVSE with a corresponding qualified Network Provider after application approval and maintain the respective EVSE in good working order at the Fleet Operator's expense for at least 5 years after the installation date.

Terms & Conditions

By submitting an application for the Charging Infrastructure Enablement rebate, the Fleet Operator agrees to the following Terms & Conditions:

1. Fleet Operator understands the Fleet Operator Eligibility Requirements, agrees to provide all required documents³³ in the application process, and represents and warrants that the information submitted is true, complete, and accurate;
2. Fleet Operator represents and warrants that it has the right to install, own, operate, and maintain charging equipment on the Site and that such activity is consistent with all federal, state and local laws, regulations and requirements, including any existing zone ordinances. Without limiting the foregoing sentence, if the Fleet Operator does not own the Site in fee, they shall obtain any required approvals from property owners, landlords, and/or corporate offices to install EVSE on the Site and provide written evidence of such approvals to DTE Electric upon DTE Electric's request;
3. If installing Level 2 or DCFC EVSE, the dollar rebate amounts will be capped to the company's discretion at a maximum level per site and per participant;
4. Fleet Operator authorizes the Network Provider to share the charging station utilization data with DTE Electric;
5. Fleet Operator agrees that any information provided in the application or collected by DTE Electric regarding the Fleet Operator's participation in the Charging Forward eFleets program may be used internally by DTE and may be made available on an aggregated basis to the Michigan Public Service Commission and other third parties as deemed appropriate by DTE Electric;
6. Fleet Operator agrees to establish any necessary electric service orders with DTE Electric for the scheduling and installation of distribution system upgrades for the EV Service Connection;
7. If approved, DTE Electric will partially or fully fund service connection upgrades through the existing line extension policy plus an additional credit toward customer-owned contribution in aid of construction⁴ ("CIAC"), install, and maintain the EV Service Connection at the Site at no cost to the Fleet Operator, including the primary conductors, transformer, CTS, meter, and any system work outside of the Site;
 - a. Customer is solely responsible to acquire, install, and pay for primary conduit, secondary conduit and cable, CT enclosure, meter enclosure and the transformer pad;
8. Fleet Operator will identify and contract with a licensed electrician to perform any EV Supply Infrastructure upgrades required;

³ Required documentation includes a completed Electrical Load form, New Service Request Application, and Foreign Corrupt Practices Act questionnaire, along with a Site Plan, Riser Diagram, Property Deed, W9, and photos of the chargers once they are in-service

⁴ Reference rate book section C6 DISTRIBUTION SYSTEMS, LINE EXTENSIONS AND SERVICE CONNECTIONS that can be retrieved from https://www.michigan.gov/documents/mpsc/dtee1cura1throughc_579204_7.pdf

9. Any decisions regarding the selection, design, purchase/lease, use, and operation of any eligible EVSE and the electric contractor performing the work shall be at the sole discretion and are the sole responsibility of the Fleet Operator;
10. Fleet Operator and/or its licensed electrician will obtain all necessary approvals, rights of way, permits, and licenses for the installation and operation of the EVSE and for any EV Supply Infrastructure upgrades;
11. Fleet Operator agrees to install EVSE in compliance with all federal, state, and local laws and codes, and to follow all applicable electric codes and standards;
12. EVSE must be maintained and in good working order at the Fleet Operator's expense for at least 5 years after the installation date;
13. Fleet Operator will timely pay the electricity costs for the EVSE under its selected rate;
14. Fleet Operator agrees to participate in DTE Electric surveys related to its experience with the rebate, charging stations, EV drivers, etc.;
15. Upon receipt of all documentation and validation of compliance, DTE Electric will at its sole discretion provide a rebate to the Fleet Operator up to an amount of \$2,500 per Level 2 port and up to \$70,000 per DCFC EVSE (depending on power output of charger);
16. The rebate amount and availability is subject to change at any time. DTE Electric reserves the right to recoup the rebate amount on a prorated basis if any of the Terms & Conditions are not met;
17. Fleet Operator is responsible for paying all tax liability imposed as a result of receiving the rebate;
18. If the Fleet Operator decides to remove the EVSE after 5 years, the Fleet Operator understands and agrees to properly remove and dispose of or recycle or de-energize the EVSE in accordance with all applicable laws and regulations at the Fleet Operator's sole expense; and
19. DTE Electric makes no representations or warranties regarding whether the Fleet Operator will or will not qualify to receive the rebate.

No Joint Venture

DTE Electric and Fleet Operator are not partners, agents or joint ventures with each other, and this Agreement is not intended to nor shall it be construed to create a partnership, joint venture, or agency relationship between DTE Electric and Fleet Operator. Fleet Operator shall complete the Work according to Fleet Operator's own procedures, techniques, sequences, means and methods of work, which shall be in the exclusive charge and control of Fleet Operator, and which shall not be subject to the control and supervision of DTE Electric.

Release & Indemnification

A. Fleet Operator covenants and agrees that it shall defend, indemnify and hold DTE Electric and all of its affiliates, officers, agents and employees (collectively, "DTE Electric Indemnitees") harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person, including employees of Fleet Operator, its Subcontractors and Suppliers, or property or both, arising directly or indirectly out of or in connection with Fleet Operator's or any of its Subcontractor's or Supplier's participation in the Charging Forward eFleets program or performance of this Agreement, to which any DTE Electric Indemnitee may be subject or put by reason of any act, action, neglect or omission on the part of Fleet Operator, any of its Subcontractors or Suppliers or DTE Electric, or any of their respective officers, agents and employees. Without limiting the foregoing, said obligation includes claims involving Fleet Operator's, Supplier's

or Subcontractor's employees injured while going to and from any location directly or indirectly involved with the Charging Forward eFleets program or performance of this Agreement. If this Agreement is one subject to the provisions MCL 691.991, then Contractor shall not be liable under this section for damage to persons or property directly caused or resulting from the sole negligence of DTE Electric, or any of its officers, agents or employees.

B. In the event any suit or other proceedings for any claim, loss, damage, cost, charge or expense covered by Fleet Operator's foregoing indemnity should be brought against any DTE Electric Indemnitee, then upon DTE Electric's request Fleet Operator hereby covenants and agrees to assume the defense thereof and defend the same at Fleet Operator's own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgments that may be incurred by or obtained against any DTE Electric Indemnitee in such suits or other proceedings. In the event of any judgment or other lien being placed upon the property of DTE Electric or its affiliates in such suits or other proceedings, Fleet Operator shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

Limitation of Liability

Except as may be expressly stated elsewhere in this Agreement, neither party shall be liable to the other party for incidental, indirect, or consequential damages, including, but not limited to, loss of profits or revenue.

Signature

By signing and uploading the Charging Infrastructure Enablement Agreement to the PowerClerk website, the Fleet Operator is agreeing to all of the above Terms & Conditions.

Name: _____

Title: _____

Company: _____

Signature: _____ Date: _____

DTE Electric

Name: Milena Marku

Title: Manager, Customer Marketing – Electrification

Signature: Milena Marku Date: June 2022