

Terms and Conditions

These Terms & Conditions govern The United Illuminating Company (“UI”) Connecticut Multi-Unit Dwelling (“MUD”) Electric Vehicle (“EV”) Charging Pilot (the “Pilot”). By submitting the signed application, Participant acknowledges that Participant has read, understands, and agrees to these UI Terms & Conditions. Participant further acknowledges that UI has retained third party contractors to implement the Pilot and that the Participant may be required to accept additional Terms & Conditions from its contractors when accessing certain Pilot software applications provided by third party contractors. The parties acknowledge and agree that UI’s contractors are third party beneficiaries of this Agreement. This Pilot is offered to UI residential customers who live in a MUD (defined as a residence with 4 or more units) and apply to the pilot through the enrollment portal found on the UI website after January 1, 2025. The application with required documentation must be submitted online or postmarked by January 31, 2026. Funding for this Pilot is limited to the period indicated or while funds last.

Defined Terms

Pilot Participation: In this Pilot, participants are rewarded for shifting a large majority of their charging (80% of the time) to off-peak periods. At the end of every month, every participant’s charging history is evaluated and a monthly incentive is awarded for successful participation. For more specific details, please see the “Eligibility for Ongoing Incentives” section below.

Holidays: for purposes of this Pilot, holidays are any of the following federally-recognized holidays: New Year’s Day, Martin Luther King, Jr. Day, Lincoln’s Birthday, Washington’s Birthday, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a weekday, the participant will not be expected to curtail their charging on that day.

Managed Charging Platform: a software and/or web-based portal that Participants will use to manage their participation in the Pilot. This Platform will allow Participants to track their performance with regards to earning incentives within their given tier of participation.

Networked Level 2 Charger (“Smart Charger”): a device used to supply an EV with electrical power. A Smart Charger connects to the Internet via wi-fi or cellular signals that enables wireless communication between the Smart Charger and internet-based systems provided by the Smart Charger manufacturer (i.e. a cell phone application or web-based portal). Please note: at this time, no Smart Chargers are eligible for enrollment in this platform. Throughout 2025, this will change and these Terms and Conditions will be updated, and a list of qualifying chargers will be made available on the UI website.

Non-Networked L2: a device used to supply an EV with electrical power that does not connect to or communicate wirelessly with the internet.

Original Equipment Manufacturer (“OEM”): the original manufacturer of an electric vehicle or Smart Charger.

Participant: A Residential Customer of UI that meets the eligibility requirements of the Pilot and successfully enrolls in the Pilot, accepts these Terms and Conditions and connects a device to the Managed Charging Platform.

Pilot Notifications: emails, text/SMS, or other notifications related to customer responsibilities for the Pilot.

Qualified: Smart Chargers and Vehicle Connections that conform to UI’s Qualified Product List and/or are otherwise determined by UI as compatible for participation in the Pilot.

MUD Customer: new or existing UI Connecticut customers living in a multifamily home with four or more units on the property.

Vehicle Connection: the capability of a vehicle to connect to the internet via on-board telemetry (telematics) that enables wireless communication between the vehicle and internet-based systems provided by the vehicle manufacturer (i.e. a cell phone application or web-based portal).

Eligibility Requirements for the Enrollment Incentives

Pilot incentives and eligibility criteria are authorized by the Public Utilities Regulatory Authority (PURA) and are subject to change. To be eligible to participate in the Pilot, Participant must adhere to the following conditions:

General Eligibility Requirements

- Own or lease a plug-in hybrid electric vehicle or a battery electric vehicle.
- Each MUD tenant may have a maximum of two participating EVs that receive the Enrollment Incentive, one for each participating EV.
- The Pilot requires the participant to enroll in the Pilot and actively participate and fulfill the requirements therein (See Eligibility Requirements for Ongoing Incentive in the Pilot) in order to receive and retain the Enrollment Incentives.
- Participant cannot receive both a Smart Charger Rebate and an Enrollment Incentive. Participant may combine a Wiring Upgrade with a Smart Charger rebate or Vehicle Connection enrollment incentive rebate.

Vehicle Connection (Telematics) Enrollment Incentive Requirements:

- A vehicle connection, also referred to as “Telematics”, activates a network connection directly to your vehicle. Not all EV OEMs offer telematics. Check with your OEM to see if your vehicle is equipped with telematics.
- Please be aware that in order to participate through an EV’s telematics, customers may need to subscribe to a service provided by their EV’s manufacturer. It is the customer’s responsibility to understand the costs associated with their chosen path of participation, including any costs associated with enabling this method of device integration.
- Your vehicle manufacturer may update their telematics platform resulting in a disconnection from the Pilot Administrator’s system. If this occurs, UI will work with the Pilot Administrator to resolve these issues in a timely manner.
- If your vehicle supports this type of telematics connection, your enrollment enables you to receive the Enrollment Incentive and ongoing incentives accrued through participation in the Pilot.
- Participant will receive enrollment and activation instructions that are specific to your chosen vehicle in the confirmation email that you receive when you submit your Pilot application.

Enrollment Application Portal: The enrollment portal can be found on the UI website. The application must be filled out completely, truthfully, and accurately. The Participant must submit the completed application with the required documentation listed below.

REQUIRED DOCUMENTATION: Required documents are:

- Scan or photo of your Connecticut vehicle registration

PAYMENT: Payment for complete and accurate applications are typically issued within 15 business days. Payments are sent directly to the participant via Venmo or PayPal. The participant can add their payment information directly in the Managed Charging Platform. This will be used for both the Enrollment Incentive and Ongoing Incentives earned. Please contact Program Staff with questions about your incentives by emailing UnitedIlluminating@ev.energy.

APPROVAL AND VERIFICATION: UI reserves the right to verify any MUD tenant’s application details with the MUD Site Host (generally the property manager or landlord of the MUD site) before or after issuing an incentive to ensure that limited funds available for this Pilot are distributed to legitimate recipients, as defined in this document. Participant grants UI the right to confidentially share account number information internally for rebate processing procedures.

TAX LIABILITY: UI will not be responsible for any tax liability that may be imposed on the Participant as a result of the payment of incentives.

ENDORSEMENT: UI does not endorse any particular manufacturer, contractor, vendor, product, retailer or system design in promoting this Pilot.

LIMITATION OF LIABILITY: Liability of UI and its contractors is limited to paying the incentives specified. UI and its contractors are not liable for any damages arising out of or resulting from participation in this offer, including but not limited to loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, 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 Pilot. Applicant understands that all funding for incentives under this Pilot derives from UI ratepayers in part by approval from the Public Utilities Regulatory Authority (PURA). UI does not guarantee the availability of funding for the Pilot and is not responsible for any costs or damages incurred by applicant if funding for this Pilot is reduced or eliminated by the State of Connecticut or PURA action. Funding is subject to change at any time without notice.

OWNER’S CERTIFICATION: Owner certifies that he/she has purchased or leased the EV listed on the application and that the EV will be charged at the location the owner includes in their enrollment application. Owner agrees that all information in the application is true and that he/she has conformed to all Pilot and equipment requirements listed.

WARRANTIES: UI AND ITS CONTRACTORS DO NOT WARRANT THE PERFORMANCE OF INSTALLED EQUIPMENT, EXPRESSLY OR IMPLICITLY. UI and its contractors make no warranties or representations of any kind, whether statutory, expressed, or implied, including without limitations, warranties of merchantability or fitness for a particular purpose regarding the equipment or services provided by a manufacturer, contractor or vendor. Contact your retailer, manufacturer, vendor or contractor for details regarding equipment performance and warranties.

Eligibility Requirements for Ongoing Incentives: The Ongoing Incentives require a continuous communication link between UI and the Participant’s vehicle via Telematics Connection. This allows UI to request a reduction in power used for EV charging throughout the year to reduce demand during times of high stress on the electrical system. By enrolling in the Program, the Participant authorizes UI to automatically adjust or stop the Qualified Vehicle charging speeds and charging times during these times.

Eligibility for Ongoing Incentives requires the Participant to follow specific rules that are specified in this document and in other supporting documents for this Pilot. This means that Participants must familiarize themselves with the Program Participant Guide before deciding whether and how to join this Program. Please visit our website [here](#) for this guide.

Pilot Participation Requirements:

In order to be eligible for ongoing incentives in this Pilot, Participants must agree to and follow the guidelines below.

UI will monitor each Participant's charging behavior and reward Participants for their performance in consistently charging during the off-peak period.

Charging Off-Peak:

- For Participants to receive ongoing incentives, they must ensure that 80% or more of the time that they charge occurs during the off-peak period.
- The off-peak period is anytime outside of the on-peak period which is 3pm to 9pm on non-holiday weekdays.
- If a Participant charges their EV 80% of the time during the off-peak period in a given month, they will be entitled to a \$10 incentive for that month.
- An enrolled Participant could earn up to \$120 per year for full participation in off-peak charging in each of the 12 months of the year.
- Participants will use the Managed Charging Platform or their OEM mobile app to set their EV's charging schedule to ensure that charging happens outside of the 3pm to 9pm window on non-holiday weekdays.
- Participants will be able to track their performance and adjust their behavior by creating an account and accessing the Manage Charging Platform Provided by UI.
- Failure to earn an incentive in a given month does not impact incentives in other months.
- The participating EV or EV Charger must be used for a minimum of 15-minutes twice in a given month to earn an incentive for that month.

Emergency Demand Response

- In very rare circumstances throughout the year, there can be moments of very high stress on UI's system. In cases of extreme stress that results in an emergency for the system, UI will initiate an Emergency Demand Response Event during specific high-stress hours. By default, UI will pause or request a pause charging of all Participants for the duration of the emergency.
- If a customer does not want to participate in an Emergency Demand Response Event, they can simply use the Managed Charging Platform to opt out of that Event.

Other Requirements & Details Pertaining to Successful Participation in the Pilot:

- Participant agrees to actively participate in the Pilot for a 6-month period from the date of vehicle connection to the Managed Charging Platform.
- Vehicles may occasionally be "pinged" or "pulled" by the Pilot administrator to monitor charging progress.
- When resuming the charge delivered to the Participant's EV after curtailing or throttling charging, United Illuminating may use a "staggered start" for the participating EVs. This would mean that the Participant's charging may be staggered 15 or 30 minutes to avoid creating a new peak when all participants resume charging at once.
- If the Participant disagrees with the monthly charging results, the Participant can dispute their results by submitting an appeal via email to UnitedIlluminating@ev.energy. UI will review your charging history and confirm the accuracy of the results of the monthly charging report. UI reserves the right to uphold results in the monthly report and deny appeals.
- Participants joining the Pilot will be able to participate in Managed Charging from the date of vehicle or EV charger connection to the Managed Charging Platform. If a Participant enrolls after the 15th day of a given month, the Participant can participate, but will not receive incentives for that month, and will begin receiving incentives for months following the end of that month.
- Participants joining before the 15th of a given month will be entitled to the relevant incentives of their participation tier for that month, subject to the requirements listed above and assuming the Participant meets those relevant requirements.
- Participants can expect to receive the payment for incentives earned in a given quarter in the form of a deposit to their Paypal or Venmo account quarterly, the month following the end of each quarter. PayPal and Venmo are subject to additional terms and conditions of the issuer.
- UI and its contractors may offer alternative incentive or reward structures in lieu of the incentives or rewards described above.
- If a participant fails to shift their EV charging habits in a manner consistent with the requirements for participation listed above for 6 consecutive months, the participant may be required to pay back a prorated portion of any upfront incentives they may have earned when joining the Pilot.

Pilot Participation Timelines and Withdrawal:

- Participants may unenroll from the Pilot without penalty after participating in the Program for a minimum of 6 months from the date of vehicle connection to the UI's Managed Charging Platform. After the initial 6 months, the Participant will continue in the Pilot until they unenroll by emailing HomeEV@uinet.com.
- Participants unenrolling prior to completing the 6 months of participation or that continually fail to meet the performance requirements of the Pilot may be required to pay back a prorated portion of the Enrollment Incentive. Exceptions may be granted at UI's sole discretion.
- If Participant moves to a different residence within the UI service area, Participant may continue to participate in the Pilot if the new residence meets the eligibility requirements in these Terms and Conditions. Participant must communicate any change of address to UI by emailing HomeEV@uinet.com. A Participant moving outside of UI territory shall be an approved reason for ending participation before completing 6 months.
- Incentives available under the Pilot may be changed, modified, substituted, replaced, ceased, or terminated at any time at UI's sole discretion with or without notice to Participant. Participant's continued participation in the Pilot constitutes Participant's acceptance of any and all such changes, replacements, assignments or terminations.

Pilot Information Sharing:

Participant agrees and authorizes that:

- UI may send Participant emails, text/SMS, and other notifications related to the Pilot, including notifications about enrollment status and Pilot-related adjustments to the Vehicle Connections or Smart Charger settings. The Participant may select their preferred method of communication on the account management section of UI's Managed Charging Platform.
- The OEM will share certain information with UI regarding Participant required for Participant's enrollment and participation in the Pilot. This may include Personally Identifiable Information ("PII"). PII may include the Participant's first and last name, work and/or personal emails, home address, and phone number. The information shared may also include Participant's EV charging electricity usage information, including but not limited to charging patterns (start date and time, duration of charging), managed charging opt-out and communication network connectivity (collectively "Participant Information"). Participant releases OEM from any and all claims against it, its employees, officers and directors, arising out of or in connection with this sharing of Participant Information.
- UI may use Participant Information in order (a) to operate, administer, market, evaluate, analyze, change or improve the Pilot, (b) to prepare and present general, aggregated or anonymized results and information about the Pilot to third parties, including governmental entities such as the electricity system regulatory bodies and (c) for UI to understand and evaluate Participant habits and to inform the development and creation of utility programs and load planning. UI may also use and publish information regarding your participation in the Pilot and your use of the Vehicle Connection so long as the information is presented in an anonymized, aggregated format (i.e., in a manner that does not identify you).