

DTE Smart Charge - Electric Vehicle (“EV”) Program

Thank you for your interest in the DTE Smart Charge EV Program (“Program”) offered by DTE Energy Electric (“DTE”).

The objective of the Program is to evaluate the viability of an EV program to utilize information provided directly from a vehicle via cloud-based technology to incentivize off-peak charging. DTE is interested in exploring the use of a cloud-based technology platform in lieu of a connected car device. The technology capability, platform and related equipment and services necessary to the collection and utilization of charging information via cloud-based technology to incentivize off-peak charging shall be referred to as the “Technology Platform.”

Your participation in the Program is expressly conditioned on your acceptance of these Terms and Conditions (“Terms and Conditions” or this “Agreement”). Your participation in the Program, however, is completely voluntary. Therefore, if you do not agree with any of these Terms and Conditions, including the Privacy Policies referenced below, please do not participate in the Program.

Participant Requirements

By participating in the Program, you are agreeing to the following:

- 1) That you currently drive a participating Original Equipment Manufacturer (“OEM”) plug-in electric vehicle model by Ford Motor Company (“Ford”), Tesla, Inc (“Tesla”), Stellantis N.V (“Stellantis”) or BMW North America (“BMW”) OR;
- 2) That you currently have a qualified level 2 charging station installed by one the following Electric Vehicle Supply Equipment (EVSE) OEM manufacturers:

EVSE (OEM Charger) Make	EVSE OEM Model
ChargePoint®	Home Flex CPH25 Home Flex CPH25-P
	Home Flex CPH50 Home Flex CPH50-Hardwire-L23 Home Flex CPH50-NEMA6-50-L23 Home Flex CPH50-NEMA14-50-L23
WallBox®	Pulsar Plus
Emporia	EVCharger

- 3) That you are a current DTE Electric residential customer.

- 4) That you will own or drive the plug-in vehicle throughout the duration of the Program, which ends on December 31, 2026.
- 5) That you will provide your mobile device number and are willing to receive SMS text messages on your mobile device.
- 6) You will participate in surveys regarding your experience.
- 7) You agree to all of the terms and conditions contained in this Agreement.

Program Overview:

DTE, in cooperation with your OEM, will schedule your EV to charge during off-peak time periods, based on the electric rate you're on throughout the duration of the Program ("Managed Charging"). Once you agree to enroll, you are assumed to be opted in to participate in daily Managed Charging. If you charge your EV during on-peak time periods, DTE, in cooperation with your OEM, may shift your charging to occur during off-peak times ("Demand Response Event"). You may be notified in advance of these shift events and can override them if needed.

DTE or your OEM may send participants a notification of Demand Response Events periodically. Each Demand Response Event is essentially a request for the OEMs to shift (pause) the charging of vehicles in order to help reduce the strain on the electric grid.

During the Program, participants can expect:

- 1) DTE may send notifications of daily managed charging events to your participating OEM.
- 2) Your participating OEM may notify you daily to let you know when your managed charging is scheduled and give you the opportunity to opt-out through your OEM's mobile application or text message if needed.
- 3) If your EV is plugged in and charging during an on-peak time period, DTE, in cooperation with your OEM, may shift your EV's charging to occur during an off-peak time period. You will always have control and can opt out and charge your EV at any time.

Incentive.

You will be paid a reward of \$5 per month by DTE for participating in DTE Smart Charge during the Program duration.

Cancelling Participation.

You may cancel participation in any Managed Charging Event by responding to the text notification in the manner described in the text, by the specified time or within your OEM's mobile application.

Terms and Conditions

By enrolling in this Program, you are agreeing to allow DTE and your OEM to shift your daily charging and pause your vehicle from charging for the duration of a Managed Charging Event or Demand Response Event. You agree that you want to assist DTE and the participating OEMs in improving and developing products and services.

You consent to your OEM sharing with DTE, and both DTE and the OEM storing, managing, and analyzing your usage and personal data (including but not limited to, name, email address, account number, and charging-related data – defined below) in order for DTE to fulfill incentive rewards for participation in the Program. You understand your OEM charging-related data will include data such as: Vehicle Identification Number (VIN); GPS charging location; date/time and battery state at beginning and ending of charge; and the energy consumed to recharge the battery. You understand and acknowledge that DTE will not be sharing or delivering any of your personal data with or to the OEM. As such, you agree that DTE shall not be responsible for any breach that may occur with respect to your personal data being stored, managed or analyzed by the OEM.

You agree to allow charging shifts, pauses and/or starts. You understand that your participation in the Program is entirely voluntary and that you may cancel participation in any Managed Charging Event by responding to the text notification in the manner described in the text, by the specified time or within your OEM's mobile application after a Managed Charging Event has started.

Notice to Third Parties

YOU ARE RESPONSIBLE FOR NOTIFYING EVERYONE WHO OWNS OR USES (AS DRIVER OR PASSENGER) THE EV PARTICIPATING IN THE PROGRAM THAT THE INFORMATION DESCRIBED ABOVE WILL BE COLLECTED AND AVAILABLE TO YOU, DTE AND THE OTHER PARTICIPATING OEMS. BY PARTICIPATING IN THE PROGRAM, YOU REPRESENT THAT YOU HAVE THE CONSENT OF THE REGISTERED OWNER AND THE USERS OF EACH EV THAT WILL PARTICIPATE IN THE PROGRAM.

Compliance

YOU AGREE NOT TO PARTICIPATE IN THE PROGRAM IN ANY WAY THAT IS ILLEGAL, FRAUDULENT OR ABUSIVE, INCLUDING TO HARASS, THREATEN, ABUSE, DEFAME OR SLANDER ANY INDIVIDUAL.

Termination

DTE reserves the right to terminate the participant or the Program at any time. In addition, DTE reserves the right to terminate immediately the participation in the Program who engages in any fraudulent activity or actions in violation of these Terms and Conditions by sending an email notice to the Participant.

Taxes

You are responsible for paying all taxes, if any, associated with your receipt of any compensation or any other thing of value in connection with the Program.

No Ownership of Program Incentives

PROGRAM INCENTIVES DO NOT CONSTITUTE THE PROPERTY OF A PARTICIPANT AND MAY BE FORFEITED AND REVOKED. PARTICIPANTS MAY NOT SELL, TRANSFER OR ASSIGN THEIR INCENTIVES AND INCENTIVES ARE NOT TRANSFERABLE UPON DEATH, AS PART OF A DOMESTIC RELATIONS MATTER OR OTHERWISE BY OPERATION OF LAW.

Participant Information and Security Measures

You represent and warrant that you have provided accurate information in your application to participate in the Program and that you will promptly notify DTE and/or your participating OEM of any changes to that information. You are responsible for ensuring that we have your current email address and telephone number on file. You should inform us of any changes to your email address or phone number by contacting your vehicle's OEM. You agree to charge your vehicle in accordance with your manufacturer's instructions and recommendations. DTE will not be liable for any losses resulting from unauthorized access or use in connection with the Program, and you may be liable to us or other parties due to any such unauthorized access or use.

Warranty Disclaimer

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DTE PROVIDE THE PROGRAM, THE TECHNOLOGY PLATFORM AND ALL TECHNOLOGY AND CAPABILITY ASSOCIATED WITH THE PROGRAM TO YOU ON AN "AS-IS" BASIS, WITH ALL FAULTS, ERRORS AND DEFECTS AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER DTE ENERGY, THE OEMS OR ANY OF THEIR SUPPLIERS. IN CONNECTION WITH THE FOREGOING, DTE DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. DTE DOES NOT GUARANTEES ANY SPECIFIC RESULTS FROM THE PROGRAM OR THE TECHNOLOGY PLATFORM. DTE DOES NOT MAKE ANY WARRANTY THAT THE PROGRAM, THE TECHNOLOGY PLATFORM OR THE SERVICES PROVIDED IN CONNECTION THEREWITH WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, TIMELY, SECURE, OR ERROR-FREE.

YOU AGREE AND ACKNOWLEDGE THAT DTE DOES NOT GUARANTEE ENERGY COST SAVINGS OR OTHER BENEFITS ARISING FROM THE PROGRAM.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, DTE, NOR ANY OF THEIR AFFILIATED ENTITIES, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE OR INJURY TO PERSONS OR VEHICLES OR OTHER PROPERTY, IN CONNECTION WITH, ARISING FROM OF OR RELATED TO THE PROGRAM, THE USE OF THE TECHNOLOGY PLATFORM, USE OF THE EV, OR ANY SERVICES IN CONNECTION THEREWITH, EVEN IF A PROGRAM OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY. IF A PROGRAM OPERATOR IMPROPERLY DENIES YOU INCENTIVES IN CONNECTION WITH THE PROGRAM, THEN YOUR SOLE REMEDY WILL BE THE ALLOCATION OF THE EQUIVALENT AMOUNT OF INCENTIVES. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT DTE ENERGY AND THE OEMS SHALL HAVE NO LIABILITY FOR ANY DAMAGE CAUSED IN CONNECTION WITH THE PROGRAM AND YOU FURTHER AGREE THAT LIABILITY FOR ANY DAMAGE CAUSED IN CONNECTION WITH THE PROGRAM SHALL BE LIMITED TO THE PROPERTY DAMAGE DIRECTLY CAUSED TO THE VEHICLE AND IS LIMITED TO A MAXIMUM OF \$1,000. YOU ALSO AGREE THAT IN NO EVENT SHALL THE PROGRAM OPERATORS BE RESPONSIBLE FOR PROBLEMS, DAMAGES OR LOSSES CAUSED BY YOU, THIRD PARTIES, OR BY AN ACT OF GOD. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU AGREE THAT YOU SHALL NOT INITIATE ANY LAWSUIT OR CLAIM AGAINST A PROGRAM OPERATOR IN CONNECTION WITH, ARISING OUT OF OR RELATED TO THE PROGRAM AFTER THE DATE WHICH IS ONE YEAR AFTER YOUR WITHDRAWAL FROM THE PROGRAM OR THE PROGRAM'S TERMINATION, WHICHEVER IS EARLIER.

Indemnification

You will indemnify, defend and hold DTE and their respective Program Operators, licensors and suppliers (the "Indemnified Parties") harmless from any claims arising out of or related to your or any additional user's actual or alleged misuse or fraudulent use of the EV or the Technology Platform or any technology or service in connection with the Program, including, without limitation, the infringement of a third party's intellectual property rights or other rights, such as personal or privacy rights. You shall be responsible for any costs incurred by the Indemnified Parties, including, but not limited to, reasonable attorneys' fee and court costs in connection with any such claims.

Force Majeure

Without limiting any other provision of these Terms and Conditions, DTE shall not be in default, and shall not be deemed to be in default, under these Terms and Conditions by reason of delay or the failure or inability to perform its obligations hereunder where the delay, failure or inability is due solely to any cause which is unavoidable or beyond the reasonable control of DTE, including without limitation of any act of God or other cause which frustrates the performance of this Agreement.

Governing Law

These Terms and Conditions and any disputes related to them or the Program shall be governed by applicable federal law and the laws of the State of Michigan, excluding its conflicts of law provisions.

Assignment

DTE is permitted to assign this Agreement, in whole or in part, to any person or entity, at any time, and without notice to you. You may not assign this Agreement.

Entire Agreement

These Terms and Conditions, including the Privacy Policies and any other documents or policies incorporated by reference into these Terms and Conditions, constitute the entire agreement between you, on the one hand, and DTE, on the other hand, with respect to the Program and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written, with respect to such subject matter.

Waiver/Severability

No waiver of any provision of these Terms and Conditions shall be deemed or constitute a waiver of any other provision of or any subsequent breach of these Terms and Conditions. No waiver shall be valid unless made in a writing signed by the party granting the waiver. If any provision in these Terms and Conditions is declared invalid or unenforceable, then such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

No Third-Party Beneficiaries

These Terms and Conditions are for the benefit DTE and their respective successors and assigns with respect to your obligations under these Terms and Conditions and for your benefit with respect to your rights under these Terms and Conditions. There are no other third-party beneficiaries under these Terms and Conditions and these Terms and Conditions will not be deemed to confer upon or give to any other person any claim or other right or remedy.

Participant Consent

By enrolling in this Program, I agree to participate and have read and agree to all of the requirements set forth in these Terms and Conditions.