

# EV Data Sharing Agreement

## Applicant Eligibility Requirements

To be eligible for EV Data Sharing, Applicant must meet the following requirements:

- 1. Have an active residential DTE Electric service account; and
- 2. Have purchased or leased an EV (either a fully electric battery electric vehicle or a plug-in hybrid electric vehicle) that is registered with the Michigan Secretary of State at the address corresponding to the DTE Electric ("DTE") service account

#### Terms & Conditions

By enrolling in EV Data Sharing, the Applicant agrees to the following Terms & Conditions ("Terms"):

- 1. Applicant agrees to be contacted by DTE and/or WeaveGrid regarding potential future programs, including managed charging programs;
- 2. Applicant understands that they will receive weekly or monthly updates and reports for enrolling in EV Data Sharing;
- 3. Any information provided in the application or collected by DTE directly regarding the **Applicant's participation in the Rebate program or any other DTE program may be used internally** by DTE and may be made available on an aggregated, non-personally identifiable basis to the Michigan Public Service Commission and other third parties as deemed appropriate by DTE and consistent with its data privacy rules, which can be found at <u>Customer Data Privacy Policy | DTE Energy</u>;
- 4. Any information received by the Applicant from DTE or WeaveGrid regarding cost comparisons is for illustrative purposes only and DTE does not guarantee the accuracy, completeness, or usefulness of the estimated cost information. DTE expressly disclaims any and all liability for any damages of any nature (including direct, indirect, incidental, and consequential) arising in connection with the use of the estimated cost data; and
- 5. If the Applicant is dissatisfied with EV Data Sharing, any of these Terms, or believes DTE or DTE's authorized supplier has breached these Terms in any way, Applicant's sole and exclusive remedy is to discontinue participation in EV Data Sharing.

### Release & Indemnification

Applicant agrees to release, indemnify and hold harmless DTE, affiliates, and its and their respective officers, directors, shareholders, employees, and contractors from and against any and all causes of action, damages, losses, claims, expenses, demands, costs (including attorneys' fees and expenses and all court, arbitration or other dispute resolution costs), or any of them, resulting from, arising out of, or in any way connected with the EV Data Sharing Agreement, the work performed in connection with the Level 2 EVSE, the operation and use of the EVSEs, applicant's receipt of the rebate, failure to receive the rebate, any taxes associated therewith, or applicant's vehicle registration or registration status.

#### Signature

After reading the Terms, please indicate your acceptance to be legally bound by clicking the checkbox that states you agree to the EV Data Sharing Agreement.