



Upstate New York

EV Charge Smart Plan Participation Agreement

Thank you for your interest in participating in the New York EV Charge Smart Plan (the “Program”) offered by program partner(s) Niagara Mohawk Power Company d/b/a National Grid and Sense Labs, Inc. (“Sense”).

Your participation in the Program is completely voluntary and expressly conditioned on your acceptance of this Participation Agreement (“Agreement”).

1. Program.

The Program allows eligible National Grid electric Customers (“Customers”) to earn incentives for charging their electric vehicle (EV) during off-peak hours, as specified in the associated Program websites, tariffs, and statements. The Program utilizes software through your smart meter to collect EV charging data to determine the Customer’s eligibility for incentives (“Service”).

This Program will offer the Service to eligible National Grid customers receiving retail electric delivery service on one of the Company’s eligible Service Class 1 (SC-1) rates. Customers may earn financial rewards from National Grid for joining the Program provided that the Customers follow the Program requirements.

2. Customer Requirements.

To enroll in the Program, the Customer must, at minimum, have an EV, be a National Grid electricity customer, and have a Smart Meter.

Customer acknowledges and confirms that any information or response they will provide (such as their name, e-mail, home address, vehicle make/model, and EV charger type) is accurate and will remain updated throughout their participation in the Program.

Each Customer is eligible for one monthly incentive regardless of the number of EVs or EV chargers the Customer enrolls. Customers may earn a one-time participation incentive after the Company confirms active participation in the Program.

3. Disclaimer.

National Grid and Sense make no representations, warranties, promises, or covenants, express or implied, with respect to the Program or the Service and disclaims all liability resulting from Customer’s use of the Service. National Grid and Sense do not guarantee or warrant any savings or a reduction in the Customer’s charging costs or reduce emissions. Further, National Grid and Sense make no representations or warranties, express or implied, regarding the reliability, performance, or operation of the Service. National Grid expressly disclaims any and all warranties and representations (whether express or implied, oral or written), including, without limitation, any and all implied warranties of merchantability or fitness for any purpose.

4. Sense Terms of Use and Privacy Policy.

To participate in the Program, Customer must agree to the Terms of Use and Privacy Policy of Sense. The policies may be found at [Privacy Policy](#) and [Terms and Conditions](#) and may be updated from time to time. The Service is owned and operated by Sense.

5. Term.

National Grid anticipates that this Program will continue through December 31, 2026 unless National Grid decides to extend the program. Customers may choose to leave the Program for any reason at any time by providing notice to National Grid of such termination by writing to ngevparkers@nationalgrid.com. National Grid may terminate a Customer’s participation in the Program if a Customer no longer meets the eligibility requirements set forth in this Agreement, or if National Grid determines, in its sole judgment, that a Customer is no longer actively participating in the Program. National Grid reserves the right to modify or terminate this Program, in whole or in part, including the offering of the Program enhancements, at any time and for any reason, without prior notice.

6. Indemnification.

Customer agrees to defend, indemnify, and hold harmless National Grid, its members, officers, officials, agents, and employees, from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees ("Claims") to the extent arising out of or resulting from Customer's use of the Service and/or participation in the Program except to the extent that any Claims arise from the negligence of National Grid.

7. Collection and Use of Customer Data.

National Grid will install or has installed advanced metering infrastructure (AMI) for use in billing the Customer, the Customer hereby consents and agrees that National Grid may deploy software to the AMI that collects the Customer's information (as more specifically outlined below, the "Customer Meter Data") and discloses it to its vendor, Sense Labs, Inc. ("Sense"). The Customer authorizes National Grid to provide the Customer Meter Data to Sense to validate the accuracy and completeness of the Customer's Meter Data.

For the purposes of this Agreement, "Customer Meter Data" means data obtained from the AMI which includes but is not limited to the estimated start and stop times of EV charging sessions and kWh of energy consumed by EV charging at the Customer's premise.

Customer agrees to release, indemnify and hold harmless National Grid and its affiliates and their respective officers, directors, employees, agents, successors, representatives and assigns from any and all liability, claims, losses, damages or expenses ("Claims") to the extent arising out of (i) disclosure of the Customer Meter Data by National Grid to Sense as authorized hereunder and/or (ii) any acts or omissions (negligent or otherwise) in connection with Sense's use or disclosure of the Customer Meter Data, except to the extent that Claim results from the negligence of National Grid.

8. Customer Feedback and Data Collection.

Customer will cooperate in good faith with National Grid or its authorized representative in performing evaluation, measurement, and verification (EM&V) of the Program. Customer understands and agrees that National Grid will use Customer Meter Data and information from the customer enrollment form to evaluate the Program and for future planning purposes, including, but not limited to, assessing customer experience, measuring potential retail bill savings to customers, avoiding energy supply costs to National Grid, and reducing emissions. Additionally, National Grid may request that Customers complete surveys during and after the conclusion of the Program. National Grid may use and publicize anonymized quotes from Customer surveys in promotional materials.

9. Communication.

Customer authorizes National Grid to send the following communications to Customer by any reasonable method, which may include emails or texts: (a) electric vehicle news and events and other National Grid programs (collectively referred to as "Commercial Communications"); (b) transactional and relationship information related to this Agreement (which may be sent by National Grid or by Sense, National Grid's contractor); and (c) surveys relating to this Agreement, the Service, managed charging, electric vehicles, and electric vehicle charging. The above mentioned subsections (b) and (c) under this Section 9 are collectively referred to as "Transactional Communications." Customer may unsubscribe from Commercial Communications only. Customer understands that the Customer will continue to receive Transactional Communications while enrolled in the Program and will only stop receiving if the Customer unenrolls from the Program. Customer agrees that National Grid may use any feedback or information obtained from the (i) Customer, (ii) Service related to Customer's EV, including charging information, or (iii) otherwise in connection with the Customer's participation in the Program.

10. Assignment.

This Agreement is personal to the Customer. Customer may not assign this Agreement to any third party or transfer rights or delegate obligations under this Agreement.

11. Law and Venue.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York without reference to its principles of conflicts of laws.

12. Dispute Resolution Process.

Customers have a right to dispute the accuracy of any charges, rebates or credits, or kilowatt-hour readings used to calculate any incentives, as well as the performance of the application-based service to schedule vehicle charging. Customers who wish to dispute their EV Charge Smart Plan incentive eligibility determination can do so by sending an email to ngevpartners@nationalgrid.com with the details of their dispute.