



CUSTOMER CONTRACT FOR
**Electric Vehicle
Charging Equipment**



Effective Date: [_____]

Dear valued customer,

Thank you for choosing Dominion Energy Virginia for your electric vehicle charging needs. In accordance with Schedule EVCR (the *“Residential Charging Tariff”*), Dominion Energy Virginia is pleased to offer eligible customers an opportunity to participate in a program to have Level 2 electric vehicle charging equipment installed at their homes for an upfront or monthly fee on their monthly electric bills (the *“Residential Charging Program”*).

This Customer Contract for Electric Vehicle Charging Equipment together with all exhibits appended hereto, (this *“Agreement”*) sets forth the agreement as of the date hereof (the *“Effective Date”*) by and between [_____] (*“Customer”*) and Virginia Electric and Power Company, a Virginia public service corporation and wholly-owned subsidiary of Dominion Energy, Inc. (*“Company”*), regarding Customer’s participation in the Residential Charging Program.

The following are specifics regarding the electric vehicle charger to be provided pursuant to this Agreement:

Site: [_____]

Account Number: [_____]

EV Charger:

Make [_____] Model [_____]

The Terms and Conditions attached hereto as Exhibit A form part of the Agreement and are the terms which govern all performance hereunder.

For questions or related inquiries regarding your EV charging equipment, please reach out to Dominion Energy’s Electrification Team at EVCR@dominionenergy.com. We look forward to working with you on this important program.



EXHIBIT A

Customer Contract for Electric Vehicle Charging Equipment

THIS CUSTOMER CONTRACT FOR ELECTRIC VEHICLE CHARGING EQUIPMENT is entered into in accordance with the Residential Charging Tariff and effective as of the Effective Date, by and between Company and Customer. Customer and Company may be referred to individually as “Party” or collectively as “Parties.”

1. DEFINITIONS. In addition to other terms defined in this Agreement, the following terms shall have the meanings indicated below:

“*Applicable Law*” means any federal, state, local or municipal law (including common law), including any treaty, constitution, statute, ordinance, rule, order, judgment, writ, decree, regulation, standard, code, requirement or other directive which is legally binding and has been enacted, issued or promulgated by any Governmental Authority.

“*Bankrupt*” means, with respect to a Person, any of the following: (i) filing a voluntary petition in bankruptcy or for reorganization or for the adoption of an arrangement under any applicable bankruptcy, insolvency or similar Applicable Law, now or hereafter in effect, or an admission seeking the relief therein provided; (ii) making a general assignment for the benefit of creditors; (iii) consenting to the appointment of a receiver for all or a part of such Person’s property; (iv) in the case of the filing of an involuntary petition in bankruptcy, an entry of an order for relief; (v) the entry of a court order appointing a receiver or trustee for all or a part of such Person’s property without its consent; or (vi) the assumption of custody or sequestration by a court of competent jurisdiction of all or a part of such Person’s property.

“*Charging Equipment*” means the EV Charger and any conductors, including underground, grounded and equipment grounding conductors, Electric Vehicle connectors, attachment plugs, all other fittings, devices, power outlets or apparatuses, and related electrical infrastructure, which in each case, has been or may be installed specifically for the purpose of delivering energy from the meter to the Electric Vehicle, but excluding the meter.

“*Commission*” means the Virginia State Corporation Commission.

“*Dispute*” means any dispute, suit, action or other proceeding arising out of or relating to this Agreement (whether arising in contract, tort or otherwise, and whether arising at law or in equity).

“*Electric Vehicle*” or “*EV*” means an on-road motor vehicle that draws propulsion using a battery and uses an external source of electric energy to charge or recharge such battery.

“*Environmental Attributes*” means any and all credits, benefits, emissions reductions, offsets, attributes and allowances of any kind (including all Renewable Energy Credits), howsoever entitled and whenever arising, attributable to the Utility Infrastructure and/or Charging Equipment, including (i) any avoided emissions of pollutants to the air, soil or water, such as sulfur oxides, nitrogen oxides and carbon monoxide, and any rights related thereto; (ii) any avoided emissions of methane, carbon dioxide and other “greenhouse gases” that have been determined by the United Nations Intergovernmental Panel on

Climate Change or any other governmental, quasigovernmental or non-governmental agency or body to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere, and any rights related thereto; (iii) any reporting rights relating to the reduction of “greenhouse gases” under Section 1605(b) of the National Energy Policy Act of 1992 or under any other Applicable Law, standard or program related to the reduction of air pollutants or “greenhouse gases” or the trading of emissions or emissions credits, including so-called “green tags” or “green certificates”; and (iv) any credits, certificates or similar instruments issued pursuant to a federal or state renewable portfolio standard or analogous program. Notwithstanding the foregoing, the term “Environmental Attributes” shall not include any tax credits, grants or benefits.

“*EV Charger*” means the electric vehicle charger set forth on the first page of this Agreement selected by Customer from the list of approved chargers found on the Program Website (as defined below).

“*Governmental Authority*” means any (i) national, state, county, municipal or other local government and any political subdivision thereof, (ii) any court or administrative tribunal, (iii) any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction (including any zoning authority); or (iv) any non-governmental agency, tribunal or entity that is vested by a governmental agency with applicable jurisdiction.

“*Installation Work*” means the on-site construction and installation of the Utility Infrastructure and the Charging Equipment.

“*Person*” means any individual, partnership, joint venture, company, corporation, limited liability company, limited duration company, limited life company, association, trust or other entity or organization, including any Governmental Authority.

“*Renewable Energy Credit*” means any credit, certificate, renewable energy certificate, allowance or similar right that is related to the Environmental Attributes, whether arising pursuant to Applicable Law, certification, markets, trading, off-set, private transaction, renewable portfolio standards, voluntary programs or otherwise, including renewable energy credits certified by the Center for Resource Solutions.

“*Safety Issue*” means an act, change, event, circumstance or occurrence that endangers or could reasonably be expected to endanger persons, property or the integrity or normal operations of any component of the Charging Equipment, the Utility Infrastructure, the EV or any of Company’s or any other Person’s property.

“*Tax Return*” means any return, claim for refund, report, statement, form, declaration, information returns or other documentation (including any additional or supporting material, schedules, attachments, statements and any amendments or supplements) filed, supplied or maintained or required to be filed, supplied or maintained, with respect to or in connection with the calculation, determination, assessment or collection of any taxes.



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“*Terms and Conditions*” means those terms and conditions pursuant to which Company provides electric service to its customers as on file with the Commission, as such terms and conditions may change from time to time with approval from the Commission.

“*Utility Infrastructure*” means the utility infrastructure from the distribution system to the meter (including the meter), which may include, but is not limited to, cable, conductors, conduit, transformers and associated substructures from the utility distribution system. The term “*Utility Infrastructure*” shall not include any Charging Equipment.

2. PROGRAM OVERVIEW. In accordance with the Residential Charging Tariff, Company is offering eligible Customers an opportunity to participate in a program to have the Charging Equipment installed at their home for an upfront or monthly fee on their monthly electric bill. Under the Residential Charging Program, Company will provide Customer the Charging Equipment selected by Customer from Company’s list of pre-qualified EV charger options. The Charging Equipment will be installed at Customer’s electric service address (the “*Site*”). A list of the approved charging equipment may be found Company’s website for the Residential Charging Program located at [<https://www.dominionenergy.com/virginia/save-energy/electric-vehicles/residential-charger-program>] (the “*Program Website*”).

3. DESIGN, INSTALLATION & USE

(a) DESIGN OF INFRASTRUCTURE. Company shall design the Charging Equipment with Customer’s input. In order to participate in the Residential Charging Program, Customer must have the capacity to add any required breakers in Customer’s electrical panel. Customer shall promptly disclose to Company the location of any hazardous materials or other environmental contamination of which Customer has knowledge which are located at the Site, including without limitation any hazardous material or other environmental contamination which violates any Applicable Law. Company and Customer will discuss the design of the Charging Equipment in good faith and attempt to mutually agree upon the final design for the Charging Equipment (such design, the “*Final Design*”) prior to the start of construction; *provided*, that Company reserves the right to designate the Charging Equipment installation location and shall not drill or bore through concrete or brick structures or underground. Neither Party shall materially change the Final Design without both Parties mutually agreeing to such changes in writing, except that Company may modify the Final Design to avoid drilling or boring through concrete or brick structures or underground. Should the installation schedule require modification, Company shall notify Customer promptly following Company becoming aware of such changes; *provided, however*, that any changes or modifications in the installation schedule shall not be considered a change to the Final Design.

(b) INSTALLATION PREPARATION. Prior to the start of the Installation Work, Customer shall ensure that all private or other non-utility underground infrastructure and facilities (including without limitation irrigation, water, sewer and drainage infrastructure) in areas where digging may take place as contemplated in the Final Design are marked. Company shall not be responsible for any damage to underground

infrastructure and facilities that were not located prior to the start of the Installation Work or which were mislocated.

(c) INSTALLATION OF CHARGING EQUIPMENT. Company will or will arrange to have one of Company’s third-party service technicians, install and commission the Charging Equipment and maintain and, solely to the extent set forth in Section 29(a), repair the EV Charger in compliance with all Applicable Laws and applicable codes and standards. Upon installation, Customer will assume title, ownership and risk of loss of all Charging Equipment and be responsible for any real and personal property taxes associated with the Charging Equipment, provided, however, that Company shall retain title and ownership of all Utility Infrastructure.

(d) CHARGING EQUIPMENT OPERATIONS AND MAINTENANCE. Customer shall ensure that the Charging Equipment remains connected to Wi-Fi, cellular or other network connection. Internet or other network connectivity shall be arranged by Customer and all Internet or other network services shall be at Customer’s expense. Customer shall promptly notify Company in the event the Charging Equipment fails to operate or otherwise requires repair or maintenance. Customer shall maintain the area of the Site immediately surrounding the Charging Equipment, as well as routes of ingress and egress to the Charging Equipment, in clean, safe and good condition and repair and in compliance with all Applicable Laws. Customer will immediately shut down the Charging Equipment or otherwise refrain from using the Charging Equipment if Customer believes a Safety Issue or potential Safety Issue exists or if Company notifies Customer that Company believes a Safety Issue or potential Safety Issue exists.

(e) ACCESS TO SITE. In the event in the event the Charging Equipment fails to operate or otherwise requires repair or maintenance, Customer shall provide Company right of ingress and egress over, across and through the Site.

(f) USE OF CHARGING EQUIPMENT. Customer will use the Charging Equipment only as specified by the Charging Equipment manufacturer and, for the avoidance of doubt, will be solely responsible for any damage caused to the Charging Equipment due to misuse, neglect or abuse of the Charging Equipment by Customer or any of its designees. Customer shall primarily use the Charging Equipment for charging of EVs that are owned, leased or rented by Customer. Customer agrees to remedy minor issues that do not require a qualified service technician to address, such as resetting infrequently tripped circuit breakers, reconnecting the plug and Electric Vehicle to engage charging or resetting the network connection.

4. INSURANCE. Throughout the Term (as defined below), Customer shall procure and maintain in full force and effect a standard fire and homeowner’s insurance policy with amounts sufficient to cover the full replacement cost of the Site. Customer hereby waives any and all claims and rights of action (by way of subrogation or otherwise) against Company (and against any insurance company insuring Company) which may hereafter arise on account of bodily injury or damage to the Charging Equipment or to the Site, resulting from any fire or other perils or claims of the kind covered by standard fire and homeowner’s insurance policies with extended coverage



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(Causes of Loss Special Form) regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by Company. Customer agrees that Company may self-insure against any loss or damage which could be covered by a commercial general public liability insurance policy, with a limit of \$1,000,000, and or a property policy. **Customer shall have their insurance policies properly endorsed, if necessary, to prevent the invalidation of any of the coverage provided by such insurance policies by reason of such waiver.** If there is a claim related to the services under the Agreement, Customer shall, upon Company's request, provide a copy of any or all of its required insurance policies.

5. **POWER OUTAGES.** Customer acknowledges and understands that power outages may occur, and that the Charging Equipment may not be operable during any such outage. The Parties acknowledge and agree that Company does not guarantee continuity of service to the Charging Equipment and is not responsible or liable for interruption, failure or defect in the supply or character of electricity furnished to the Charging Equipment.
6. **VACATION.** Customer shall provide Company with thirty (30) calendar days' prior notice of Customer's planned vacation of the Site. Customer may request to assign this Agreement and all rights and obligations hereunder to an existing or new property owner or tenant of the Site; *provided*, such proposed transferee is (or at the time of the transfer will be) an electric customer of Company. Company may approve or disapprove of such assignment in its sole discretion. In the case of such an assignment that is consented to in writing by Company (a "*Permitted Assignment*"), the Parties and the assignee shall execute an assignment agreement assigning all of Customer's rights to the assignee and this Agreement shall otherwise continue in full force and effect.
7. **ENVIRONMENTAL ATTRIBUTES.** Company shall own, receive and be entitled to the benefit of any Environmental Attributes.
8. **NO REPRESENTATIONS OR WARRANTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 29(A) OF THIS AGREEMENT, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE INSTALLATION WORK, UTILITY INFRASTRUCTURE OR CHARGING EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE COMPONENTS OR MATERIALS COMPRISING THE CHARGING EQUIPMENT, THE WORKMANSHIP OF THE INSTALLATION WORK OR CHARGING EQUIPMENT OR THAT THE CHARGING EQUIPMENT WILL OPERATE ERROR FREE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 29(A) OF THIS AGREEMENT, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**
9. **PERMISSION TO USE DATA; DISCLOSURE**

Customer consents to and acknowledges Company's and its affiliates', agents' and representatives' use of data gathered by such Persons as part of the Residential Charging Program

any purpose consistent with Applicable Law, including without limitation use in regulatory reporting, industry forums, case studies or other similar activities. Such data may include: (i) kilowatt-hours utilized, (ii) load profiles and (iii) number of charging sessions. Such data will be aggregated or otherwise anonymized unless Company receives written consent from Customer to use non-anonymized data.

Customer consents to Company's disclosure of Customer's name, address, telephone number, Electric Vehicle charging data and any Electric Vehicle charging or electrical usage patterns concerning the Residential Charging Program with any of Company's service technicians and/or Governmental Authorities, in each case as reasonably necessary for Company to perform its obligations under this Agreement and comply with Applicable Law.

10. TAX MATTERS

(a) **Cooperation.** Company and Customer shall, upon request, provide the other Party with all reasonable information and documentation that either Party may reasonably require with respect to any tax reporting obligations of such Party in connection with Charging Equipment.

(b) **Transfer Taxes.** Customer shall be responsible for any transfer, documentary, sales, use, stamp, registration and other such taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement, including any such taxes attributable to, resulting or derived from the design, procurement, construction, installation, maintenance, ownership, use, operation, repair, replacement and/or removal of the Utility Infrastructure and/or Charging Equipment (collectively, "*Transfer Taxes*"). Any such Transfer Taxes shall be paid by Customer when due. Company and Customer (i) shall file all Tax Returns and other documentation required by Applicable Law to be filed by it with respect to all such Transfer Taxes and (ii) if required by Applicable Law, join in the execution of any such Tax Returns and other documentation. The Parties agree to cooperate in the filing of any Tax Returns with respect to any applicable Transfer Taxes, including promptly supplying any information in their possession that is reasonably necessary to complete such Tax Returns.

11. **CUSTOMER MODIFICATIONS.** No modifications, changes or alterations to the Charging Equipment may be made during the Term without Company's prior written approval.

12. **EASEMENT REQUIREMENTS.** If, at any time during the Term, in Company's sole discretion, a separate easement, right of way, license agreement or other similar agreement is required in order to grant Company sufficient rights to install and locate the Charging Equipment, Company will deliver such agreement to Customer and Customer shall execute and return the same within ten (10) days of such delivery. At Company's sole discretion and cost, such agreement may be recorded in the Clerk's Office of the Circuit Court of the county where the Site is located. If Customer fails to execute such agreement within the applicable timeframe, Company reserves the right to rescind Customer's participation in the Residential Charging Program and immediately terminate this Agreement. Notwithstanding



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- anything to the contrary contained in this Agreement, if any third-party consents are required for Company to access the Site or to install any of the Charging Equipment intended to serve Customer, Company may, at its option, delay installation of such Charging Equipment until appropriate rights of way, easements or other consents, satisfactory to Company, are obtained without cost to Company.
13. **RELOCATIONS.** Should Customer request relocation of the Charging Equipment or any part or portion thereof during the Term, the Parties shall work together in good faith to agree on such changes and any such relocation (i) shall be at sole expense of Customer and (ii) must comply with all Residential Charging Program requirements and Applicable Law. In connection with any such relocation, Customer shall (i) provide Company with all rights sufficient (in Company's sole discretion) for it to perform such relocation and comply with its obligations under this Agreement, and (ii) promptly pay all expenses incurred by Company to relocate the Charging Equipment or any part or portion thereof.
14. **PROGRAM CHARGE.** [A charge for Customer's participation in the Residential Charging Program will be added to Customer's monthly bill for service [(the "Monthly Fee")] and shall be due and payable in accordance with Customer's existing monthly bill. The Monthly Fee shall begin upon the completion of the installation of the Charging Equipment and shall continue for a period of sixty (60) months thereafter. The Monthly Fee shall equal \$40.27.] **OR** [A one-time charge for Customer's participation in the Residential Charging Program will be billed to Customer [(the "One-Time Fee")] and shall be due and payable within 30 days. The One-Time Fee shall be billed upon the completion of the installation of the Charging Equipment. The One-Time Fee shall equal \$1,835.96.] **OR** [Customer shall not be charged for its participation in the Residential Charging Program; however,] Customer shall pay for all power consumed or dispensed by the Charging Equipment via Customer's monthly bill for service.
15. **TERM.** This Agreement shall be effective as of the Effective Date and shall continue, subject to Section 16, for five (5) years from the later of the Effective Date or the date of installation of the Charging Equipment (the "Term").
16. **TERMINATION.** This Agreement may be terminated at any time: subject to the payment of the Termination Fee (as defined below) by Customer for any reason by providing Company thirty (30) calendar days' prior written notice of such termination; or
- by Company immediately if: (i) Customer fails to meet or satisfy any of its obligations hereunder or breaches this Agreement; (ii) in the event Customer sells or no longer occupies the Site and no Permitted Assignment has occurred; (iii) Customer terminates its electric service account relating to its participation in the Residential Charging Program; (iv) Customer becomes Bankrupt; or (v) Company is required to terminate the Residential Charging Program by the Commission.
17. **TERMINATION FEE.** In the event that (i) Customer terminates this Agreement in accordance with Section 16(a); or (ii) Company terminates this Agreement in accordance with Section 16(b)(i) – (iv), unless waived as provided herein, Customer shall pay
- to Company a termination charge equal to the undepreciated balance of the installed Charging Equipment (as determined by Company) (collectively, the "Termination Fee"). If either Customer or Company terminates this Agreement, Customer shall be responsible for all applicable charges and fees[, including the Monthly Fee,] through the date of termination. Company may waive a portion or all of the Termination Fee in its sole discretion. The Termination Fee shall be paid by Customer to Company within thirty (30) calendar days of the termination of this Agreement.
18. **END OF TERM.** On the date of termination or expiration of this Agreement, all further obligations of the Parties under this Agreement (other than the provisions which by their terms are intended to survive the expiration or termination of this Agreement including without limitation Sections 8 (No Representations or Warranties), 9 (Permission to Use Date; Disclosure), 17 (Termination Fee), 21 (Governing Law; Venue), 29 (Liability), 30 (No Third-Party Beneficiaries), 31 (Relationship of the Parties), 33 (Intellectual Property) and this Section 18 (End of Term)) shall be terminated without further liability of any Party to the other Party (other than the payment of the Termination Fee if applicable, [the payment of the Monthly Fee for all periods up to and including the date of termination or expiration of this Agreement,] or as otherwise expressly set forth herein) and the exercise of any right of termination, if applicable, will not be an election of remedies; *provided, however,* that nothing herein shall relieve any Party from liability for its breach of the terms or provisions of this Agreement prior to the termination or expiration of this Agreement.
19. **NON-STANDARD EQUIPMENT.** Charging Equipment is considered non-standard (non-stock) equipment, and Customer accepts that replacements for the Charging Equipment (or portions or parts thereof) may not be readily available.
20. **NEGOTIATION TO RESOLVE DISPUTES.** If a Dispute arises, the Parties shall attempt to resolve such Dispute first by promptly holding a meeting (whether by phone or in person) of necessary personnel of the Parties such that each Party is represented in such meeting by individuals with decision-making authority to resolve such Dispute, in a good faith attempt to resolve the Dispute. If the Dispute is still unresolved after forty-five (45) days following the commencement of the negotiations described above, then the Parties will thereafter be entitled to pursue all such remedies as may be available to them.
21. **GOVERNING LAW; VENUE.** This Agreement and any Disputes under or relating to this Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to the principles of conflicts of law thereof. The Parties hereby irrevocably submit to the exclusive jurisdiction of either the Circuit Court of the City of Richmond, Virginia or the United States District Court for the Eastern District of Virginia located in Richmond, Virginia (if applicable) with respect to any action or proceeding arising out of or relating to this Agreement or any Dispute. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY DISPUTE.** Each Party hereby irrevocably waives, to the extent permitted by Applicable Law, and agrees not to assert, by way of motion, as a defense, or



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- otherwise, in any legal action or proceeding brought hereunder in any of the above-named courts that such action or proceeding is brought in an inconvenient forum, or that the venue for the action or proceeding is improper.
22. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each bearing the signatures of one or more Party. Each such counterpart shall be considered an original and all of such counterparts shall constitute a single agreement binding all Parties as if all had signed a single document. Facsimile or .PDF signatures shall be accepted as original signatures for purposes of this Agreement.
23. **SEVERABILITY.** If any provision of this Agreement shall be contrary to any other Applicable Law, at the present time or in the future, such provision shall be deemed null and void, but this shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to comply with Applicable Law and this Agreement shall then be construed in such a way as will best serve the intention of the Parties at the time of the execution of this Agreement.
24. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits, and the Terms and Conditions constitute the entire agreement among the Parties regarding the subject matter hereof, except as amended in writing pursuant to the requirements of this Agreement, and supersedes all prior and contemporaneous agreements, statements, understandings and representations of the Parties.
25. **EFFECT OF WAIVER OR CONSENT.** A waiver or consent, express or implied, to or of any breach or default by any Party in the performance by that Party of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by that Party of the same or any other obligations of that Party under this Agreement. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to its obligations under this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute of limitations period has run.
26. **AMENDMENT OR MODIFICATION.** Notwithstanding anything to the contrary herein, this Agreement may be amended or modified from time to time by the Parties by a written instrument executed by each of the Parties. During the Term, changes to the Residential Charging Tariff, changes to the Terms and Conditions or other Commission directives or actions may require Company to change the Residential Charging Program. If there is any conflict or inconsistency between this Agreement, on one hand, and the Residential Charging Tariff, Terms and Conditions or other Commission directives, on the other hand, the Residential Charging Tariff, Terms and Conditions or other Commission directives shall govern.
27. **BINDING EFFECT.** This Agreement may not be assigned by Customer without the prior written consent of Company, and any attempt to do so will be void. This Agreement is binding on and inures to the benefit of the Parties and their respective legal representatives, permitted successors and permitted assigns.
28. **FURTHER ASSURANCES.** In connection with this Agreement and the transactions contemplated hereby, each Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions contemplated herein.
29. **LIABILITY**
- (a) **LIMITED WARRANTY.** During the Term of this Agreement, Company warrants that (i) the EV Charger will be free from defects in material and workmanship under normal use and when properly maintained and (ii) the Installation Work or other maintenance performed by Company or its designees pursuant to this Agreement (the "Work") will be performed in a safe and professional manner in accordance with Applicable Laws. In the event the EV Charger or any such Work is found to be defective and Customer notifies Company of such defect, Company shall repair or replace such defective EV Charger (or components thereof) or such defective Work at Company's expense. For the avoidance of doubt this warranty shall not cover any component of the Charging Equipment except the EV Charger and the components thereof. Notwithstanding the foregoing, this warranty shall not cover any malfunction or failure of the EV Charger due to the following events induced or caused by Customer, any of its designees or any other third party: (i) alteration or modification of any part of the Charging Equipment that is not authorized in writing by Company; (ii) misuse, neglect or abuse of the Charging Equipment; (iii) intentional or accidental collision, destruction, tampering or vandalism; (iv) acts of nature; (v) unauthorized or improper use, operation, repair or maintenance outside the terms and conditions of this Agreement; and (vi) charger cord and connector failures due to wear or damage from being run over or improperly stowed. **THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE EV CHARGER (OR COMPONENTS THEREOF) OR SUCH DEFECTIVE WORK IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND COMPANY'S ENTIRE LIABILITY UNDER THIS AGREEMENT FOR ANY FAILURE OF COMPANY TO COMPLY WITH COMPANY'S OBLIGATIONS RELATING TO THE WORK.** The maximum amount that either Party shall be required to pay in aggregate in respect to any and all losses or other liabilities for a breach of this Agreement shall not exceed \$1,835.96 ("Cap"); *provided, however,* that the Cap shall not apply with respect to (i) the Termination Fee (or claims, or causes of action, relating to a failure of Customer to pay the Termination Fee), or (ii) claims of, or causes of action from, intentional fraud or willful misconduct of the indemnifying party and any losses or damages incurred as a result of any such claims or causes of action.
- (b) **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES OR LEGAL THEORY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, INFRINGEMENT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, CONSEQUENTIAL, SECONDARY, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES IN CONNECTION WITH: (I) ANY PROPERTY DAMAGE (REAL, PERSONAL, TANGIBLE OR INTANGIBLE) OR PERSONAL INJURY (INCLUDING MENTAL OR EMOTIONAL



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DISTRESS) ARISING FROM OR ALLEGED TO HAVE ARISEN UNDER THIS AGREEMENT; OR (II) ANY DAMAGES ARISING OR ALLEGED TO HAVE ARISEN FROM ANY ELECTRICAL MALFUNCTION OR THE REPAIR OR REPLACEMENT OF SUCH MALFUNCTIONING ITEMS.

(c) NON-RELIANCE. Under no circumstances will Company or its agents be held liable to Customer or any other person or entity for matters involving the purchase, lease, use, non-use or devaluation of any EV or any other vehicle of any nature. Company will not pay for any costs incurred or damages sustained by Customer for purchasing any vehicle or equipment or otherwise in reliance upon Company being able to provide the Charging Equipment. In no event will Company be liable to Customer for any claims, expenses, losses, damages or lawsuits arising out of any interruptions or disturbances in electric service.

30. NO THIRD-PARTY BENEFICIARIES. This Agreement is entered into for the sole benefit of the Parties; no other Person shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with, this Agreement.

31. RELATIONSHIP OF THE PARTIES. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties, nor shall any term or matter contained herein be construed to be a grant of a power of attorney from one Party to the other Party. Company may engage one or more third-party service technicians to complete its obligations under this Agreement. Company shall be responsible for supervising any third-party service technicians it chooses to engage.

32. GENERAL COOPERATION; ADDITIONAL CUSTOMER RESPONSIBILITIES.

(a) COOPERATION. Successful implementation of the Residential Charging Program depends on Customer's cooperation with Company and its service technicians, equipment providers and agents and affiliates. Customer hereby consents to receive communications from Company

and its service technicians, equipment providers and agents and affiliates.

(b) FEEDBACK. To help Company to continue to improve the Residential Charging Program and its Electric Vehicle offerings, Company needs to be able to easily communicate with Customer and solicit Customer's feedback. Customer shall use commercially reasonable efforts to respond promptly and fully to Company's reasonable requests for feedback regarding the Residential Charging Program.

(c) NON-DISPARAGEMENT. Customer shall not, directly or indirectly, publish, disseminate or communicate in any way, to the media or any member of the public (whether an individual or entity), information that is critical, derogatory or otherwise intended to disparage Company, its affiliates and representatives or its or their respective businesses, products, business affairs, directors, officers or employees.

33. INTELLECTUAL PROPERTY. Company shall retain all ownership and property interest in all reports, drawings, plans, specifications, calculations, studies, software programs, tapes, models and memoranda, if any, assembled or prepared by Company or its affiliates, independent professional associates, agents, consultants, contractors, service technicians or subcontractors in furtherance of this Agreement.

34. FORCE MAJEURE. If a Party's performance is delayed or hindered by a force majeure event, such Party is excused from such performance for the period of delay; *provided that* the Party claiming a force majeure event has notified the other Party of the delay as soon as is reasonably possible. In such event, the period for the performance shall be extended for the period of such delay. Under no circumstance will an event of force majeure excuse a Party's obligation to make payments when due under this Agreement.

35. ENERGY EFFICIENCY REBATE. [Customer's participation in the Residential Charging Program shall in no way affect or preclude Customer's eligibility for Company's energy efficiency rebate approved by the Commission in Case No. PUR-2019-00201.] **OR** [With respect to the Charging Equipment, Customer shall not be eligible for Company's energy efficiency rebate approved by the Commission in Case No. PUR-2019-00201.]

VIRGINIA ELECTRIC AND POWER COMPANY

By: _____

(Print Name): _____

Title: _____

Date: _____

By: _____

(Print Name): _____

Title: _____

Date: _____

Contract No. _____