

## PROGRAM TERMS AND CONDITIONS

**Welcome to the Smart EV Charging (“Program”).** By participating in the Program, you may be eligible to participate in the program as described below, subject to these Terms and Conditions (“Terms”).

**Definitions.** In the context of these Terms,

- The Program is provided by Leaseplan.
- **“Vendor”** means Enel X North America, Inc. and its affiliates.
- **“Company”** means your company, Ecolab.

### **Employee Prerequisites**

To be eligible to receive a free JuiceBox Level 2 EV charging station and installation services from Company you must:

- Be a direct employee of Company
- Have an Electric Vehicle (EV) or Plug in Hybrid (PHEV) Fleet Vehicle furnished by Ecolab
- Agree to these Terms

### **Employee Expectations and Requirements**

- You agree not to tamper with or in any way alter JuiceBox unit
- You agree to maintain WiFi connection on the unit. You also agree to establish and maintain WiFi connection for your charging station for the full duration of the Program (subject to unavoidable outages).
- You agree to download the JuiceNet App and maintain the user profile as directed by the program administrator, and connect to your device using the JuiceNet ID Number (28-digit ID embedded in QR Code on label on side of unit).
- If you have a personal EV in addition to the Company Fleet EV, please contact program administrators to inform them.
- If you have a personal EV, you agree to select the correct vehicle profile in your JuiceNet app before charging so personal and fleet vehicle charging can be separated.

### **Data**

You authorize Vendor and Company to utilize Program data for compliance and reporting purposes including:

- to collect and exchange data related to your energy usage and/or energy production, your electric utility account, your electric bill, and operational data about your EVSE, including but not limited to, device identification number; the frequency, length, and time of electric vehicle charging; current and past session status; and average and peak power per session) (collectively, “Program Data”).
- to review and analyze all of your Program Data and to exchange conclusions with each other and publish anonymized results based on those conclusions.

- send you emails, text messages, pre-recorded messages and other notifications approved by you on the JuiceNet App related to the Program or surveys about the Program and to share your responses to such surveys and publish anonymized findings;
- summarize the results of the Program in publicly available studies, provided that any Program Data included in such studies will be anonymous such that you are not individually identifiable.

Program Data shall be collected, used and stored pursuant to applicable law and each company's individual data policies. Vendor's policy can be found at <https://evcharging.enelx.com/privacy-policy>., To the extent the data collection terms are more restrictive in that certain Master Services Agreement between Vendor and Company dated April 6, 2021, as amended (the "Vendor Agreement"), the Vendor and Company shall comply with such terms.

### **Time-of-Use Settings and Carbon Reduction initiatives**

If in future Ecolab announces Time-of-Use (TOU) program or Demand Response programs to shift charging hours in order to optimize reduction of carbon emission and further company sustainability goals, you agree to implement settings as directed using the JuiceNet App.

### **Hold Harmless**

VENDOR IS NOT RESPONSIBLE OR LIABLE FOR (I) TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OF THE PROGRAM MATERIALS OR THE OFFERING OR ANNOUNCEMENT OF ANY REWARD, (II) ANY ERROR, OMISSION, INTERRUPTION, DEFECT OR DELAY IN OPERATION OR TRANSMISSION AT ANY WEBSITE, (III) FAILURE OF ANY APPLICATION TO BE RECEIVED BY VENDOR DUE TO TECHNICAL PROBLEMS, TELEPHONE SERVICE PROBLEMS, PRINTING ERRORS, HUMAN ERROR OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE, (IV) COMMUNICATIONS LINE, HARDWARE AND/OR SOFTWARE FAILURES, (V) DAMAGE TO ANY COMPUTER OR DEVICE (SOFTWARE OR HARDWARE) RESULTING FROM PARTICIPATION IN THE PROGRAM, (VI) THEFT OR DESTRUCTION OF, TAMPERING WITH, UNAUTHORIZED ACCESS TO, OR ALTERATION OF APPLICATIONS AND/OR PROGRAM APPLICATION INFORMATION, OR (VII) APPLICATIONS WHICH ARE LATE OR LOST.

### **Disclaimer**

EXCEPT AS EXPRESSLY STATED IN THESE TERMS OR THE VENDOR AGREEMENT, AND TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THE PRODUCT, INCLUDING THE EMBEDDED SOFTWARE, AND ANY SOFTWARE, AND ANY RELATED SERVICES PROVIDED BY VENDOR ARE PROVIDED ON AN AS-IS BASIS. VENDOR HEREBY EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, ORAL, STATUTORY OR OTHERWISE, REGARDING ANY SUBJECT MATTER OF THESE TERMS OR THE VENDOR AGREEMENT. WITHOUT LIMITING THE FOREGOING, VENDOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NONINFRINGEMENT, ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

No rights in or to any software will be deemed to have been assigned or otherwise transferred under these Terms. Vendor owns all right, title and interest in and to all intellectual property and other proprietary rights to the hardware, software and any other technology or materials embedded in, incorporated into or provided with its products and any accompanying documentation or information relating to or derived from the foregoing.

**Contact Information**

All notices and inquiries related to these Terms may be sent to: [support@evcharging.enelx.com](mailto:support@evcharging.enelx.com)