

PROGRAM TERMS AND CONDITIONS

Welcome to the EV TOU Rate (“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**”). To become a Participant in the Program, you must submit an application to, and have it accepted by, Sponsor and the Utility (as each is defined below).

YOU MUST BE AN EXISTING USER OF THE VENDOR SERVICE TO BECOME A PARTICIPANT. PLEASE READ THESE TERMS CAREFULLY. THIS PROGRAM IS VOID WHERE PROHIBITED BY LAW.

Binding Agreement. By applying for the Program, you agree to comply with and be bound by these Terms, even if your application is not accepted or approved by the Sponsor (as defined below) and the Utility. Failure to comply with these Terms may result in your disqualification from the Program. The decisions of the Sponsor and the Utility regarding your eligibility to participate are final and binding in all respects. Sponsor reserves the right in its sole discretion to disqualify any Participant for, among other things: (1) tampering or attempting to tamper with the operation of the Program; or (2) violating these Terms or the terms and conditions of use of any of Sponsor Parties’ property or service. **Any false information provided within the context of the Program by any Participant is a violation of these Terms and may result in the immediate disqualification of a Participant.**

About the Program. Applicants whose applications to participate in the Program are accepted by Utility (“**Participants**”, “**you**”, and “**your**”) and who fully comply with these Terms may participate in the Program as set forth below provided to you by the Utility. To participate in the program, you must be accepted as a Participant by the Sponsor and Utility and your participation must not be withdrawn or terminated.

Definitions. In the context of these Terms,

- The Program is provided by EnergyHub, Inc., 41 Flatbush Ave. Suite 400A Brooklyn, NY 11217 (“**Sponsor**”).
- “**Vendor**” means Enel X North America, Inc. and its affiliates.
- “**Utility**” means your utility, namely Baltimore Gas & Electric (BGE).
- “**Sponsor Parties**” means Sponsor, and Vendor their respective successors and assigns, and each of their respective affiliates, agents, directors, officers, and employees.
- “**Device**” means a device that can be monitored during the program through the Vendor cloud platform or other communications pathway.

Application Consent by Participant. By submitting an application to enroll as a Participant, you authorize the Sponsor Parties to 1) collect and exchange data related to your identity, your energy usage and/or energy production, your Utility account, your electric bill, and operational data about your Devices (e.g. device information (hardware and install cost, proof of purchase, unit MAC address and serial number); frequency, length, and time of electric vehicle charging; session status; average and peak power) (collectively, “**Program Data**”), solely for the purposes of determining your eligibility for the Program and operating the Program; 2) review and analyze all of your Program Data for the purposes of the Sponsor Parties fulfilling their obligations under the Program and applicable law, improving the Program and as otherwise permitted by applicable law, and to exchange conclusions with each other and publish results based on those conclusions, provided that they treat all such Program Data in accordance with their respective privacy policies; 3) send you emails, text messages, pre-recorded messages and other notifications related to the Program or other similar programs, including about your enrollment status; 4) send you emails, text messages, pre-recorded messages and other notifications related to surveys about the Program

and to share your responses to such surveys among themselves; 5) 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.

You understand and agree that the Program is not being funded by Vendor. You hereby agree that Vendor shall have no liability whatsoever from Sponsor's or Utility's failure to deliver any of the incentives offered in connection with the Program, and hereby forever release and disclaim, on behalf of yourself, your heirs and assigns, Vendor from any and all claims you may have against it, its employees, officers and directors arising out of or in connection with Sponsor's or Utility's failure to deliver such incentives.

Eligibility and Enrollment. You may apply to become a Participant and participate in the Program if you meet the following eligibility criteria listed in Utility's EVsmart Program Terms and Conditions, which can be found at BGE.com. You must also meet the following:

- You must have one or more Devices that are compatible with and connected to the Vendor platform ("Service") and compatible with the Program design;
- You maintain an active account in good standing on the Service and a continuous connection between your enrolled Devices and the Service;
- You assist Sponsor Parties' support personnel in troubleshooting and resolving connectivity, firmware and other Device-related issues.

Dual Participation. Participation in the Program does not preclude you from participating in other electric grid programs from the Utility, Sponsor, Vendor or other third parties; however, such participation may require enrollment and additional consent at such time.

Program Period. The Program will run for the period set forth below (the "Program Period").

Program Description. Participant agrees to allow Sponsor Parties to collect data from the Participant's Application and Devices during the Program Period, in order for BGE to provide Participant Bill Adjustments based on Participant's electric vehicle charging behavior and subject to the BGE Electric Vehicle Charging Time-of-Use (VC-TOU) program.

How To Apply. You can apply to participate in the Program through your Service account or at the Program enrollment website specified below. Sponsor and Utilities may accept or reject your application in their sole discretion.

How To Withdraw. Once you are accepted as a Participant in the Program, you may withdraw by calling the BGE Care Center at 1-800-685-0123 Mon-Fri 7 AM to 7 PM. Withdrawal will not affect the other services provided by the Sponsor Parties to you.

Program Termination. Sponsor's ability to offer the Program is contingent on receiving certain approvals and acceptances from Utility. If such approvals and acceptances are withheld or withdrawn, or if the Program is declared unlawful, the Program will be terminated. In the event of such termination, you will be notified by the utility.

Disqualification. Sponsor or Utility may terminate your participation in the Program at any time and without liability upon notice to you via email if you violate these Terms or applicable law, if you do not comply with any reasonable request from a Sponsor Party in connection with this Program, if your Utility declares you ineligible for the Program, if your account with Vendor is no longer in good standing, or if you do not maintain a continuous connection between your enrolled Device(s) and the Service. If you enroll in a conflicting energy program through Sponsor Parties, Sponsor or Utility may terminate your participation in the Program without liability and without notice.

Privacy Notice. By participating in the Program, you agree that the Sponsor Parties may collect your personal information or data and that if they cannot collect the required information or data, you may not be eligible to participate in the Program. Sponsor Parties will protect your personal information and usage data consistent with these Terms and each company's then-current privacy policy. Sponsor's privacy policy is located at: <http://www.energyhub.com/privacy-policy>. Vendor's privacy policy is located at: <https://www.enelx.com/n-a/en/privacy-policy>. Utility's privacy policy is located at: <https://www.exeloncorp.com/privacy-policy>. Please review all privacy policies to inform yourself how your personal information and data may be collected under this Program.

Changes in Your Electricity Costs. Sponsor Parties are not responsible for any changes in your electricity costs during the Program.

Information. You represent and warrant to Sponsor that the information you provide to Sponsor while applying for and during the course of the Program is accurate and complete, and you agree to promptly notify Sponsor if any information you provided during your application for the Program has changed.

General Conditions. This Program is governed by the laws of the State of New York without regard to its applicable principles of conflicts of law. The Sponsor's failure to enforce any term of these Terms shall not constitute a waiver of that provision. THE SPONSOR PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY INCORRECT OR INACCURATE PROGRAM APPLICATION INFORMATION, AND ASSUME NO RESPONSIBILITY 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 SPONSOR PARTIES 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, OR (VIII) ANY LOSS OF INCOME DUE TO DEVICE CONTROL. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE PROGRAM. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU INDEMNIFY AND AGREE TO KEEP THE SPONSOR PARTIES INDEMNIFIED AT ALL TIMES FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES THAT ARISE FROM OR ARE RELATED TO ANY ACT, DEFAULT OR OMISSION BY YOU AND/OR A BREACH OF ANY WARRANTY BY YOU AND/OR TO ANY ACT, DEFAULT OR OMISSION BY YOU UNDER THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD THE SPONSOR PARTIES HARMLESS FROM ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE PROGRAM AND/OR USE OR ACCEPTANCE OF ANY REWARD OTHER THAN FOR: (1) DEATH OR PERSONAL INJURY ARISING AS A RESULT OF SPONSOR'S NEGLIGENCE OR BREACH OF CONTRACT; OR (2) THE SPONSOR PARTIES' FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT. THE SPONSOR PARTIES HAVE NO LIABILITY TO ANY PARTICIPANT FOR ANY LOSS, DAMAGE, COSTS OR EXPENSE INCURRED AS A RESULT OF OR IN CONNECTION WITH A PARTICIPANT'S PARTICIPATION IN THE PROGRAM. If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect. These Terms will be binding on Sponsor and its successors and assigns, and Participant. Participant may not assign these Terms without the written consent of Sponsor whereas Sponsor may assign these Terms to any third

party. The Sponsor Parties are not responsible for the policies, actions, or inactions of others that might prevent the Participant from entering, participating, or claiming a Reward.

These Terms constitute the entire agreement between Sponsor and a Participant relating to the subject matter hereof and supersede all other such prior or contemporaneous oral and written agreements and understandings.

Arbitration. If you and the Sponsor do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding individual arbitration governed by the Federal Arbitration Act (“FAA”). You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved on an individual basis before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator’s award.

No Class Action Procedure. Notwithstanding any of the foregoing or any other provision of these Terms, class arbitration is not permitted under any circumstance. You and the Sponsor agree that, by entering into these Terms, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings or more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. Although the non-availability of any form of representative or class proceeding is clear from these Terms, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the Arbitration and No Class Action Procedure provisions above, the federal court located in New York, New York shall have the sole and exclusive jurisdiction to hear and determine the issue.

Changes to the Terms. Sponsor may modify these Terms at any time. We will notify you by email at the most current email address we have on record for you when we make any material changes to these Terms, and the effective date of the modified Terms, which will be after the date of our notice to you. Your continued participation in the Program thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. Vendor will also post the most current version of the Terms on its website and you are encouraged to check this site frequently.

Acceptance of Agreement. The use of an electronic signature process to accept and sign these Terms, including your indication of acceptance of these Terms by a click-through or click-wrap process presented on Vendor’s website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the Sponsor.

Additional Program Details.

- Utility Program website address:
<https://www.bge.com/SmartEnergy/InnovationTechnology/Pages/ElectricVehicles.aspx>
- Reward: Participants can earn bill savings by participating in the Program, administered as “Bill Adjustments” on a Participant’s monthly Utility bill. Bill Adjustments will be calculated by Utility based on a Participant’s electric vehicle charging behavior and subject to the BGE Electric Vehicle Charging Time-of-Use (VC-TOU) program, the parameters of which are set forth in the Utility customer Terms and Conditions to which Participants must agree as part of the enrollment process. The magnitude of a given Bill Adjustment will depend on a Participant’s on/off-peak electric vehicle charge consumption, subject to the BGE Electric Vehicle Charging Time-of-Use (VC-TOU) program.
- Charging Station Wi-Fi Connectivity: Participant is aware that the Device must be activated to and maintain connectivity to the Service throughout the Program Period, and

acknowledges that adequate Wi-Fi coverage is required and is the responsibility of the Participant to enable and maintain adequate Wi-Fi coverage.

- Device Association with Program: After activating Device on the Service, the Participant must first complete Utility's process to apply to the Program through the BGE.com EV Smart application experience, and then also complete Vendor's process to associate the Device to the Program and agree to these Terms using the "Connections" feature, for which a hyperlink will be provided upon completion of the Utility's Program application.
- Charging Station Acquisition: Participant is responsible for acquiring the eligible Device via manners offered by the Vendor (e.g. Amazon.com or Vendor website).
- The Utility Program terms and conditions, and Program application, are available at the following website address:
<https://www.bge.com/SmartEnergy/InnovationTechnology/Pages/ElectricVehicles.aspx>
- EnergyHub contact information: bgeevsmart@energyhub.net. BGE contact information: evsmart@bge.com
- For questions regarding Device connectivity or encryption, please contact Vendor at support@evcharging.enelx.com.
- Program Period: The Program will run through the end of calendar year 2023, unless terminated subject to the Terms herein or extended by mutual agreement of Utility and the Sponsor Parties. In the event of a Program Period extension, Sponsor will update these Terms.