PROGRAM TERMS AND CONDITIONS

Welcome to the ConnectedSolutions ("Program"). By becoming a Participant (defined below) of the Program, you may reduce stress on the grid in your electricity service area. By participating in the Program, you will be eligible to receive the Reward described below, subject to compliance with 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 Eversource (as each is defined below).

YOU MUST BE AN EXISTING USER OF THE VENDOR SERVICE AND AN EVERSOURCE CUSTOMER 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, once your application is accepted and approved by the Sponsor and Eversource. Failure to comply with these Terms may result in your disqualification from the Program. The decisions of the Sponsor and Eversource regarding your eligibility to participate are final and binding in all respects. Sponsor Parties reserve the right in their 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 and forfeiture of any Reward.**

About the Program. Applicants whose applications to participate in the Program are accepted by Eversource and Sponsor and who fully comply with these Terms may receive the incentive set forth below (**"Reward"**) to be provided to you by Eversource as outlined below. To receive the Reward, you must be accepted as a Participant by the Sponsor and Eversource and your participation must not be withdrawn or terminated. Participants may also help reduce stress on the electric grid.

Definitions. In the context of these Terms,

- The Program is provided by EnergyHub, Inc., 232 3rd Street, Suite C201, Brooklyn, NY 11215 ("**Sponsor**").
- **"Vendor"** means Enel X North America, Inc. and its affiliates.
- **"Participant"** means an applicant whose application has been accepted and approved by Sponsor and Eversource.
- **"Eversource"** means your utility, namely NStar Electric Company dba Eversource Energy, or The Connecticut Light and Power Company dba Eversource Energy
- **"Sponsor Parties"** means Sponsor, Vendor, and Utility, their respective successors and assigns, and each of their respective affiliates, agents, directors, officers, and employees.
- **"Device"** means a device that can be monitored and controlled 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 opt-in or opt-out status, your energy usage and/or energy production, your Eversource account, your electric bill, and operational data about your Devices (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) automatically adjust your Devices, as required by the Program at times indicated by Sponsor Parties (as described below) or for general system testing purposes; 4) send you emails, text messages, pre-recorded messages and other notifications related to the Program, including about your enrollment status and Program-related adjustments to your Devices; 5) 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; 6) 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 will be made available by Vendor to Sponsor Parties for the term of your enrollment in the Program and may be accessible by Sponsor Parties subsequent to your departure from the Program. Incidental data generated from your Device subsequent to your departure from the Program may be shared with the Sponsor Parties but will cease as soon as reasonably practicable.

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

Eligibility and Enrollment. You may participate in the Program if you meet the following eligibility criteria and do the following:

- You must be at least 18 years of age;
- You must have one or more Devices that are compatible with and connected to the Vendor platform ("Service") and compatible with the Program design during the Program Period. Compatible Devices must have received and be able to receive remote updates;
- You must maintain an active account in good standing with Eversource and on the Service and a continuous connection between your enrolled Devices and the Service;
- You must 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 Eversource, 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**"). You may be automatically re-enrolled in subsequent Program Periods at Eversource and Sponsor's discretion, subject to the then-current Terms for the Program.

Program Description. Participant agrees to allow Sponsor Parties to control the Participant's Devices during the Program Period. Such adjustments are referred to as "**Adjustment Events**." Adjustment Events may change device mode, or other settings, as applicable. For certain types of services offered by the Sponsor Parties, an Adjustment Event may occur even if the Device is in any kind of hold mode at the start of the Adjustment Event. Participant may opt out of an Adjustment Event at any time directly by adjusting his/her device.

Vendor may not, and is not required to, notify you of a Adjustment Event ahead of time. If your JuiceNet-enabled product is enrolled or activated to participate in Adjustment Events, Vendor will use reasonable efforts to ensure that any battery charge level you requested upon initial connection to your charging station is fulfilled; provided that Vendor will not have liability to you if your vehicle does not reach a desired charge level.

How To Apply. You can apply to participate in the Program through the Program enrollment website specified below or your Device account, if applicable. Sponsor and Eversource 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 emailing the Sponsor contact address specified below. Withdrawal will not affect any other services provided by the Sponsor Parties to you. By withdrawing, you may render yourself ineligible to receive the Reward or participate in the Program in the future.

Program Termination. Sponsor's ability to offer and provide the Program is contingent on receiving certain approvals and acceptances from Eversource. If such approvals and acceptances are withheld or withdrawn, or if the Program is declared unlawful, the Program will be terminated along with the Reward. In the event of such termination, Sponsor will provide notice at www.energyhub.com.

Disqualification. Sponsor or Eversource may terminate your participation in the Program and Reward 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 Eversource 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 Eversource 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. Enel X's privacy policy is located at: https://evcharging.enelx.com/privacy-policy. Please review both privacy policies as well as your Application Consent by Participant within these Terms to inform yourself how your personal information and data may be collected under this Program. If there are any conflicts regarding treatment of personal information and data, the Terms shall apply.

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 Parties that the information you provide to Sponsor Parties while applying for and during the course of the Program is accurate and complete, and you agree to promptly notify 1) Sponsor if any information you provided during your application for the Program has changed and 2) Vendor via your Device account if any information, such as Device address, relevant for the Program has changed.

General Conditions. This Program is governed by the laws of the State of Connecticut or Massachusetts without regard to its applicable principles of conflicts of law. A Sponsor Parties' 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 A SPONSOR PARTY'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 Parties and their successors and assigns, and Participant. Participant may not assign these Terms without the written consent of Sponsor and Eversource 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 Parties and a Participant relating to the subject matter hereof and supersedes all other such prior or contemporaneous oral and written agreements and understandings.

Arbitration. If you and a Sponsor Party 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 Parties agree that, by entering into this Agreement, 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 this Agreement, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the Arbitration and No Class Action procedures provisions above, the federal court located in Connecticut or Massachusetts, Connecticut or Massachusetts shall have the sole and exclusive jurisdiction to hear and determine the issue.

Changes to the Terms. Sponsor Parties 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. We will also post the most current version of the Terms on our website specified below and encourage you 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 Sponsor Parties' websites, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the Sponsor Parties.

Additional Program Details.

- Eversource Program website address: https://www.eversource.com/content/ema-c/residential/save-money-energy/clean-energy-options/electric-vehicles/ev-charger-demand-response
- Reward: You will receive incentives for enrolling an eligible EV charger and participating in the Program.
- The Program application for enrollment is available at the following website address: https://evcharging.enelx.com/Eversource
- EnergyHub contact information: eversource@energyhub.com
- Program Period: The program will continue until the program is canceled or terminated as described above. Your enrollment in the program will continue unless and until you, Eversource, or Sponsor cancels your participation