

## **Enel X Smart Charging Terms of Participation**

*as of March 23, 2021*

Enel X North America, Inc. (Enel X) is working with American Honda Motor Co., Inc. and its affiliates (Honda) to operate this smart charging program (“Program”) for the purpose of providing certain energy services that may help reduce greenhouse gas, other pollutant emissions and overall costs from electricity production, while increasing the reliability of our electricity system.

By clicking “I have read and agree to the Terms of Participation,” you agree to the following Terms of Participation:

Enel X, is appointed as your Demand Response Provider, which means that, among other things, Enel X or its subcontracted agents may act on your behalf to register, opt in, or otherwise enroll your utility meter, electric vehicle, electric vehicle service equipment, or other energy management device(s) to provide Demand Response, Distributed Energy Resource Aggregation, or similar energy services, however named (collectively, “Energy Services”).

These Energy Services may be provided to, and require actions on your behalf for, various entities, including without limitation, electric utilities, independent system operators (ISOs), and regional transmission operators (RTOs). Enel X and/or its subcontracted agents shall monitor your electricity consumption by, among other things, accessing and analyzing your electric vehicle charging data collected by your electric vehicle’s systems, Enel X’s systems and/or electricity records on file with your utility company.

Enel X and/or its subcontracted agents may share your information with electric utilities, ISOs, RTOs, other energy companies, and energy market regulators to evaluate the performance of Energy Services.

Your grant of permission to take actions on your behalf enables Enel X to implement Energy Services consistent with all applicable laws, rules, tariffs, utility, ISO, RTO, and/or public utility commission requirements. Some of these actions may affect your eligibility for certain other retail electricity rate plans and demand response programs or providers for a limited period of time.

To comply with California Public Utilities Commission (CPUC) Resolutions E-4737, E-4754, and E-4838, Enel X requires that Program participants with prohibited resources on their premises, also known as Back-up Generation, do not use this generation during demand response events coordinated by Enel X. “Back-up Generation” means fossil-fueled backup generation owned or used by a retail electric customer including, without limitation, distributed generation technologies using gasoline, diesel, natural gas, propane, or liquefied petroleum gas, whether or not such technologies are used in a combined heat and power configuration. Back-up Generation does not include energy storage systems that meet greenhouse gas emission thresholds under the CPUC’s Self-Generation Incentive Program. By participating in this Program, you attest that you will not knowingly use Back-up Generation during any demand response event coordinated by Enel X.

In no event shall Enel X, its officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to you for any direct, special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from the Program, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of

capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

These terms and conditions may be amended or updated at any time by notifying you a) via email and/or b) or the posting of the revised Terms of Participation on a website for your review.

You may terminate this agreement at any time by emailing Enel X at [HondaSmartCharge@evcharging.enelx.com](mailto:HondaSmartCharge@evcharging.enelx.com) and stating your intent to be removed from the Program.