

## EV-ONLY TOU (TIME-OF-USE) RATE OFFER PROGRAM TERMS AND CONDITIONS

**Welcome to The Potomac Edison Company EV-Only TOU (time-of-use) Rate Offer Program (“Program”).** By participating in the Program, you (“Participants”, “you”, and “your”) may be eligible to receive the Reward (defined below), subject to these Program Terms and Conditions (“Terms”). To become a Participant in the Program and receive the Reward, you must submit an application to, and have it accepted by, both the Sponsor and the Program Administrator (as each is defined below). You must have an installed Device (defined below) and an operational EnelX Way charger to participate in this Program.

**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 and the Program Administrator; provided, however, in the event your application is not accepted or approved, you will not be subject to data collection under these Terms. Failure to comply with these Terms may result in your unenrollment from the Program and disqualification for receipt of the Reward. The decisions of the Sponsor and the Program Administrator regarding your eligibility to participate are made in each of their respective sole discretions and are final and binding in all respects. SPONSOR RESERVES THE RIGHT IN ITS SOLE DISCRETION TO UNENROLL ANY PARTICIPANT FROM PARTICIPATION IN THE PROGRAM AND DISQUALIFY THEM FROM RECEIVING ANY REWARD FOR, among other things: (1) tampering or attempting to tamper with the operation of the Program; or (2) violating or failing to comply with these Terms or the terms and conditions of use of any of Sponsor Parties’ (defined below) 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 UNENROLLMENT OF A PARTICIPANT AND FORFEITURE OF ANY REWARD.**

**About the Program.** The Program is provided by The Potomac Edison and The Potomac Edison is responsible for operation and administration of the Program. Applicants whose applications to participate in the Program are submitted by the enrollment deadline and are accepted by the Sponsor and the Program Administrator and who fully comply with these Terms may receive an incentive to be provided to you by the Program Administrator during the Program Period (defined below). To receive the Reward, you must be accepted (1) for the EV-Only TOU (time-of-use) Rate Offer (in the Program Administrator’s sole discretion) and (2) as a Participant by the Sponsor and Program Administrator, and your participation in the Program must not be withdrawn or terminated. Participants agree to allow Sponsor Parties to collect Program Data (defined below) from Participant’s Device during the Program Period. This Program Data will be used by your Sponsor and Program Administrator to learn about your Device in a variety of conditions and how such Devices may create value for customers through improved management of energy and demand at their residence.

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

- **“DER Vendor name”** means Enel X Way.
- **“Device”** means your Enel X Way device, which can be monitored and operated during the Program by DER Vendor’s network operations center.
- **“FAA”** means the Federal Arbitration Act.
- **“Participant”** means an applicant that has been accepted into the Program by the Sponsor and the Program Administrator, and who remains enrolled in the Program.
- **“Program”** means The Potomac Edison Company EV-Only TOU (time-of-use) Rate Offer Credit Program.
- **“Program Data”** means data related to your identity, your energy usage and/or energy production, your Program Administrator account, your utility bill, and operational data about your Device(s).

- **“Program Period”** means your enrollment begins the date of notification of application acceptance by Sponsor and Program Administrator until application is withdrawn or terminated or the Program is terminated.
- **“Program Administrator”** means The Potomac Edison Company.
- **“Reward”** means on-bill credit or charge based upon the Program Data.
- **“Service”** means the connection between your Device(s) and the DER Vendor platform.
- **“Sponsor”** or **“we”** means EnergyHub, Inc., 41 Flatbush Ave., Suite 400A, Brooklyn, NY 11217.
- **“Sponsor Parties”** means Sponsor, DER Vendor, and Program Administrator, their respective successors and assigns, and each of their respective affiliates, agents, directors, officers, and employees.
- **“Terms”** means these Program Terms and Conditions.

**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 Program Administrator account, your utility bill, and operational data about your Devices (collectively, **“Program Data”**) and retain such Program Data indefinitely, solely for the purposes of determining your eligibility for the Program, operating the Program, and for record keeping; 2) review and analyze all of your Program Data for the purposes of the Sponsor Parties fulfilling their obligations under the Program (including, without limitation, the grant of the Reward, compliance with applicable law, modifying and 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 and other notifications related to the Program, including about your enrollment status; 4) send you emails, text messages and other notifications related to surveys about the Program and to share your responses to such surveys among the Sponsor Parties; 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.

**Eligibility and Enrollment.** You may apply to become a Participant and 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 an active utility account with the Program Administrator which is in good standing;
- You must have one or more Devices that are compatible with and connected to the DER Vendor platform and compatible with the Program design during the Program Period;
- You must maintain an active account in good standing 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; and
- Other eligibility requirements, including eligibility for the EV-Only TOU (time-of-use) Rate Offer, are expressed in the FAQs found here: <https://evdrivenpe.com/faqs/evdriven-faq/>

**Program Period.** The Program will run for the Program Period. You may unenroll from the Program at any time.

**Program Description.** DER Vendor is providing data about your Device based on instructions from the Sponsor Parties, and communication to the DER Vendor occurs through the Sponsor. Participant agrees to allow the Sponsor Parties to collect Program Data from the Participant’s Devices during the Program Period. This Program Data will be used by your Program Administrator to calculate charges and/or credits based upon Program parameters, learn about Device(s)

performance in a variety of conditions and how such Device(s) create value for customers and the grid.

**How to Apply.** You can apply to participate in the Program at the Sponsor's Program enrollment website: <https://evdrivenpe.com/>. The Program Administrator may accept or reject your application in the Potomac Edison EV-Only TOU (time-of-use) Rate Offer in their sole discretion.

**How to Withdraw.** Once you are accepted as a Participant in the Program, you may withdraw by contacting the Sponsor or Program Administrator as listed under the Contact section below. Withdrawal will not affect the other services provided by the Sponsor Parties to you. By withdrawing, you may render yourself ineligible to receive the Reward, participate in the Program in the future, or participate in other programs offered by Sponsor.

**Program Termination.** Sponsor's ability to offer the Program is contingent on receiving certain approvals and acceptances from Program Administrator and the status of your utility account with the Program Administrator. If such approvals and acceptances are denied, withheld or withdrawn, or if the Program is declared unlawful or is required to cease under applicable law or regulatory order, the Program will be terminated along with the Reward. Further, Sponsor's ability to offer the Program to you is contingent on Sponsor's agreements with DER Vendor, and in the event such agreement(s) terminate for any reason, your participation in the Program will be terminated along with the Reward. In the event of such termination, DER Vendor may provide notice to you by email, and Sponsor may provide notice at [www.energyhub.com](http://www.energyhub.com). Termination of the Program will not affect any payment obligations you may have for your DER Vendor Device, and your DER Vendor customer agreement will remain in effect. In the event the Program would be inconsistent with federal, state, local, or regulatory law, including but not limited to any applicable statute, regulation, ordinance, judicial or regulatory order or decree to which The Potomac Edison Company is or may become subject ("Regulation or Law"), or compliance with such Regulation or Law may impact the economics of Program, then Sponsor Parties may terminate these Terms, in whole or in part, by providing Participant with written notice.

**Disqualification.** The Sponsor Parties may terminate your participation in the Program and disqualify any 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 your Program Administrator declares you ineligible for the Program, if your account with Sponsor or DER Vendor or Program Administrator 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 may terminate your participation in the Program without liability and without notice. Disqualification from the Program will not affect any payment obligations you may have for your DER Vendor Device, and your DER Vendor customer agreement will remain in effect.

**Privacy Notice.** By participating in the Program, you agree that the Sponsor Parties may collect your personal information or Program Data and that if they cannot collect the required personal information or Program Data, you may not be eligible to participate in the Program. Sponsor Parties will maintain a security program that is designed to protect, and otherwise administer, your personal information and Program 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>. Program Administrator's privacy policy is located at: [https://www.firstenergycorp.com/corporate/privacy\\_legal\\_statement.html](https://www.firstenergycorp.com/corporate/privacy_legal_statement.html). Please review all privacy policies to inform yourself how your personal information and Program Data may be collected under this Program. Your submission of an application to the Program will be deemed as an acceptance of the terms of each of the Sponsor Parties privacy policies, and your consent to all actions we take with respect to your information consistent with the terms of such privacy policies and the privacy provisions of these Terms. The Sponsor Parties may update their privacy policies from time to

time. All changes are effective immediately when the applicable Sponsor Party posts them to its respective website. Your continued participation in the Program following the posting of any change to a Sponsor Party's privacy policy means that you accept and agree to the changes.

**Changes in Your Utility Costs.** The Program is unrelated to and the Sponsor and DER Vendor are not responsible for any changes in your utility costs during the Program Period.

**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 the Sponsor Parties 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 Parties' failure to enforce any term of these Terms shall not constitute a waiver of that provision. THE SPONSOR PARTIES AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES) 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 (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES) 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, OMISSION OR BREACH BY YOU UNDER THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO HOLD THE SPONSOR PARTIES (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES) 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 ANY OR ALL SPONSOR PARTIES NEGLIGENCE OR BREACH OF CONTRACT; OR (2) THE SPONSOR PARTIES' FRAUDULENT MISREPRESENTATION TO YOU OR A SPONSOR PARTIES WILLFUL MISCONDUCT. THE SPONSOR PARTIES (AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, OFFICERS, AND EMPLOYEES) ARE EACH INDIVIDUAL ENTITIES AND HAVE NO JOINT LIABILITY UNDER THE PROGRAM OR THESE TERMS. 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 each Sponsor Party and their respective successors and assigns, and Participant. Participant may not assign their participation in the Program, or any Reward, or these Terms without the written consent of Sponsor; whereas Sponsor may assign these Terms to any third party without the consent of Participant. 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. For the avoidance of doubt, it is specifically understood and agreed that there shall be no personal liability on the part of any affiliates, agents, directors, officers, and employees of each Sponsor Party under these Terms.

These Terms constitute the entire agreement between Sponsor Parties 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 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 of 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 Parties may modify, revise and update these Terms at any time in their sole discretion. 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, revised or updated 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, revised or updated Terms. The modified, revised or updated Terms will apply only to disputes that arise after the effective date of such modified, revised or updated Terms. We will also post the most current version of the Terms on Sponsor's and/or DER Vendor's website specified below and encourage you to check the applicable website frequently so you are aware of any changes, as they are binding on you.

**Geographic Restrictions.** The Program is available to The Potomac Edison Company customers based in the State of Maryland in the United States. We provide [www.evdrivenpe.com](http://www.evdrivenpe.com) for use only by persons located in the United States. We make no claims that the website or the Program or any of its content is accessible or appropriate outside of the United States. Access to the website may not be legal by certain persons or in certain countries. If you access the website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

**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's website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the Sponsor, and the other Sponsor Parties shall be express third party beneficiaries hereof and may enforce the provisions hereof as if they were a party hereto.

**Additional Program Details.** Additional Program details are available at the following website address: [evdrivenpe.com](http://evdrivenpe.com). EnergyHub contact information for the program is: [support@evdrivenpe.com](mailto:support@evdrivenpe.com).

**Contact.** If you have any questions regarding the Program or the Rewards, you can contact the Sponsor at [EVdriven@energyhub.com](mailto:EVdriven@energyhub.com) or visit the Program website at [www.evdrivenpe.com](http://www.evdrivenpe.com). For questions regarding your Rewards on your utility bill, contact the Program Administrator at [EVdriven@firstenergycorp.com](mailto:EVdriven@firstenergycorp.com).

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Customer Signature

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Customer Name

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Date