



NEW YORK RESIDENTIAL “CHARGE SMART” PARTICIPATION AGREEMENT

This New York Residential “Charge Smart” Participation Agreement (“Agreement”) is entered into between Enel X North America, Inc., having a place of business at 846 Bransten Rd, San Carlos, CA, USA 94070 and you, the participant in the Program described below.

Participation for Energy Programs

The New York State Energy Research and Development Authority (NYSERDA) is willing to offer a \$450 rebate on a JuiceBox charger (“JuiceBox”) to utility customers in the Central Hudson Gas & Electric (“Central Hudson”) and Orange & Rockland (“O&R”) utility service territories purchasing on the utility marketplaces, CenHub Store or My ORU Store, respectively, in exchange for participants’ participation in certain energy services provided by Enel X North America, Inc. and its affiliates (collectively, “Enel X”) in accordance with the terms and conditions set forth in this Agreement, which energy services may help reduce greenhouse gas, other pollutant emissions and overall costs from electricity production, while increasing the reliability of the electrical grid (collectively known as the “Program”).

As part of this offering, Enel X has the sole discretion to stop, start, and/or adjust the rate at which your vehicle draws electricity from the JuiceBox in order to provide such energy services from time to time. However, Enel X intends to ensure, first and foremost, that your electric vehicle is charged to your desired level when you need it.

By entering into this Agreement and receiving and accepting the \$450 rebate, you agree to the following Terms of Participation and expressly authorize Enel X to take, or cause to be taken, all the actions described in the following Terms of Participation.

1. Energy Services.

You expressly authorize and appoint Enel X as a Demand Response Provider, Curtailment Service Provider or Aggregator for your electric vehicle service equipment to provide Energy Services. “Energy Services” means Demand Response, Distributed Energy Resource Aggregation, Greenhouse Gas Emission Reductions, Low Carbon Fuel, or similar energy services.

These Energy Services may be provided to various entities, including without limitation, electric utilities, independent system operators (“ISOs”), regional transmission operators (“RTOs”), and government agencies. To provide Energy Services, Enel X, its subcontracted agents and Uplight, Inc. (collectively, the “Providers”) will, and you authorize the Providers to, monitor your electricity consumption by, among other things, accessing and analyzing your electric vehicle charging data collected by the Enel X JuiceNet platform (“JuiceNet”). The information and data collected through your JuiceNet account may be shared with, and you authorize Enel X to share or to cause to be shared with, electric utilities, ISOs, RTOs, other energy companies, energy market regulators



and/or government agencies to evaluate the performance of, or otherwise in connection with, the Energy Services.

Enel X may and is authorized from time to time to start, stop, or adjust the rate of electricity drawn by your JuiceNet-enabled products, in order to participate in demand response events, provide reliability services, and reduce the overall cost of electricity supply and reliance on pollution-emitting energy sources (collectively, "Smart Charging"). Enel X may not, and is not required to, notify you of a Smart Charging event ahead of time. If your JuiceNet-enabled product is enrolled or activated to participate in Smart Charging, Enel X will use reasonable efforts to ensure that any battery charge level you requested upon initial connection to your charging station is fulfilled; provided that Enel X will not have liability to you if your vehicle does not reach a desired charge level. Enel X will enable you to override a Smart Charging instruction through its mobile or web applications; this override will enable you to immediately initiate charging and electrical use through your JuiceNet-enabled products.

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, government agency 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. By accepting these Terms of Participation, you acknowledge and agree to the impact the Energy Services may have on your eligibility for certain other for certain other retail electricity rate plans and demand response programs or providers.

To provide Energy Services, Enel X may, and you authorize Enel X to, measure electrical consumption of your JuiceNet-enabled products and share such information with your utility provider.

You may not bypass a Smart Charging event by charging your vehicle through alternative means at your residence or facility during a Smart Charging event. By entering into this Agreement, you agree that during a Smart Charging event you will not knowingly charge an electric vehicle, which would normally be charged with any of your JuiceNet-enabled products, through any other means at your residence or facility in which the JuiceNet-enabled products are located.

2. Program Terms Changes; Termination.

We may change these Terms of Participation by notifying you of such changes by any reasonable means, including by posting revised Terms of Participation to the utility marketplace website.

You may terminate your participation in the Program at any time by contacting customer support from the utility marketplace (CenHub Store service@cenhubstore.com or My ORU Store service@myorustore.com) or Enel X at support@evcharging.enelx.com and stating your intent to be removed from the Program.



3. **Use and Installation of JuiceBox.**

The JuiceBox(es) you are receiving hereunder is solely for your personal use in the service territories of Central Hudson or O&R.

You will be responsible for all shipping and installation costs related to the JuiceBox(es). You may be able to take advantage of rebate programs for the costs of installation, more information on which is available on the respective websites of Central Hudson and O&R.

By entering into this Agreement, you are entitled to receive a \$450 rebate for up to two (2) JuiceBoxes per residential service address for your use as described in this Agreement.

4. **Failure to Install JuiceBox.**

You agree to install, connect to wireless internet, activate the JuiceBox(es) and complete one charging session within ninety (90) days of the date on which your order for the JuiceBox(es) has been shipped (the "Installation Due Date"). In the event that you do not install and connect to wireless internet the JuiceBox(es) by the Installation Due Date, you agree that your credit card will be charged by the utility marketplace of your original purchase for the remaining \$450 cost of each JuiceBox by the utility marketplace. In the event that you do not think you will be able to install, connect to wireless internet and complete one charging session on the JuiceBox by the Installation Due Date, please contact customer service from the utility marketplace (CenHub Store at service@cenhubstore.com or My ORU Store at service@myorustore.com) as soon as possible. The requirement to install your JuiceBox by the Installation Due Date may be delayed if you or one of the recommended installers can confirm that you are awaiting an upgrade in your electric service by your electric utility in order to install your JuiceBox.

Such installation must be in the Central Hudson Gas & Electric or Orange & Rockland utility service territories.

5. **Equipment.**

You shall not modify or reverse engineer the JuiceBox(es) or other equipment provided by Enel X or unlock, download, disassemble, decompile or otherwise attempt to learn the source code of the JuiceNet Software.

You may access and use JuiceNet, or successor technology, via mobile application or web browser to monitor and control the JuiceBox. You may only access the JuiceBox and other Enel X equipment that you own or that you that are duly authorized to access according to the authorizations on record at Enel X. Access to and use of password protected and/or secure areas is restricted to authorized users only. Unauthorized



individuals attempting to access these areas may be subject to prosecution.

You acknowledge and agree that, while Enel X will attempt to provide accurate information through JuiceNet, or successor technology, such information may change frequently, and in no event will Enel X be responsible for the accuracy, usefulness, or completeness of any information, materials, or other content provided the JuiceNet, or that any such information, materials, or other content is the most up to date.

6. Customer Data.

You hereby consent to Enel X's authority to access, use, or share customer data that is personally identifiable or linkable to you ("Customer Data"), only to the extent necessary to provide JuiceBox, JuiceNet-related services or the Energy Services. Notwithstanding the foregoing, you agree that Enel X may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Enel X shall give you prompt notice of any such legal or governmental demand to the extent permitted by applicable law and reasonably cooperate with you in any effort to seek a protective order or otherwise to contest such required disclosure, at your expense. You retain all ownership right, title, and interest in and to Customer Data, and Enel X's use and possession thereof is solely as your agent. Enel X will retain all Customer Data until erased pursuant to the Data Policy set forth at <https://evcharging.enelx.com/privacy-policy>. You acknowledge and agree that Enel X may: (i) collect, process and aggregate any data used with, stored in, or related to the JuiceBox or JuiceNet-related services, including, without limitation, end-user energy usage and demand data, and create aggregate data records by removing any personally identifiable information from the underlying data ("Aggregate Data"); (ii) use such Aggregate Data to improve JuiceBox or JuiceNet-related services, understand actual energy usage and demand trends and general industry trends, develop white papers, reports, or databases summarizing the foregoing, analyze averages, trends, and other anonymized patterns of usage, and generally for any legitimate purpose related to Enel X's business; and (iii) share Aggregate Data with third parties or publish any reports, white papers, or other summaries based on Aggregate Data.

7. Limited Warranty.

Enel X will provide the JuiceBox in material conformance with the JuiceBox description published at <https://evcharging.enelx.com/privacy-policy> and in accordance with the warranty terms published at <https://support.emotorwerks.com/hc/en-us/articles/360000548291-Limited-Warranty-United-States->. Enel X, at its sole expense and as your sole remedy, will use commercially reasonable efforts to correct any material non-conformance within sixty (60) days after Enel X receives written notice from you that includes information sufficient to permit Enel X to diagnose and cure the non-conformance. For warranty service, contact us at or by calling at 844.584.2329.

You acknowledge and agree that the JuiceBox, the JuiceNet Software, and the JuiceNet



user interfaces are complex with a variety of dependencies, and as such, Enel X cannot guarantee that they will be provided without error or interruption. Enel X's warranty obligations are expressly subject to: (a) the JuiceBox, JuiceNet Software and JuiceNet user interfaces being used in accordance with this Agreement, the applicable product and service descriptions, and any other instructions provided by Enel X; and (b) you providing written notice to Enel X of any alleged breach of warranty promptly after you become aware of it.

OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 7, JUICEBOX, JUICENET SOFTWARE AND JUICENET USER INTERFACES ARE PROVIDED "AS IS" AND AS AVAILABLE, AND ENEL X AND ITS SUPPLIERS AND LICENSORS MAKES NO AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO JUICEBOX, JUICENET SOFTWARE OR JUICENET USER INTERFACES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE, OR ANY WARRANTY OF NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, IN EACH CASE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

8. Liability Limitations.

IN NO EVENT: (A) WILL ENEL X'S LIABILITY ARISING OUT OF OR RELATED TO THE JUICEBOX, JUICENET SOFTWARE, JUICENET DASHBOARD, OR THIS AGREEMENT EXCEED \$10,000; AND (B) WILL ENEL X BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE, COSTS OF REPLACEMENT GOODS, CLAIMS FOR DEATH, BODILY INJURY, PERSONAL INJURY, OR DAMAGE TO REAL OR PERSONAL PROPERTY, LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THE JUICEBOX, THE JUICENET SOFTWARE, OR THE JUICENET DASHBOARD OR ANY ENEL X PRODUCT OR SERVICE. THE LIABILITIES LIMITED BY THIS ARTICLE APPLY: (1) TO LIABILITY FOR NEGLIGENCE; (2) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (3) EVEN IF ENEL X IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (4) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE, ENEL X'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

9. General Provisions.

Logos and Trademarks. Other than as expressly permitted by Enel X in writing, you



shall not alter any of the Enel X Marks or form any combination marks with any of the Enel X Marks. Furthermore, you will not challenge or assist others in challenging the validity of any of the Enel X Marks or attempt to register in any jurisdiction any confusingly similar marks. You will avoid knowingly taking any action that diminishes, tarnishes, blurs or dilutes the value of Enel X Marks. As used in this paragraph, the "Enel X Marks" means all trademarks, services marks, logos or any other indicia of origin associated with Enel X, the JuiceBox or JuiceNet.

Assignment. This Agreement may not be assigned by you without the prior written consent of Enel X, which consent shall not be unreasonably withheld.

Governing Law and Arbitration. This Agreement shall be governed by the laws of the state of California without reference to conflicts of law. Any dispute or claim arising out of or in connection with this Agreement will be finally settled by binding arbitration in San Carlos, California in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with the AAA rules. The arbitrator shall apply California law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this provision.

Severability. If any provision(s) or portion(s) of this Agreement is determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other document, the other provisions will remain in full force and effect and the parties agree to promptly substitute, for the invalid or unenforceable provision(s), new provision(s) which are enforceable and which most closely approximate the intent and economic effect of the invalid provision(s). If the parties are unable to substitute new provision(s), then this Agreement and such other documents shall be interpreted and construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

No Third Party Beneficiaries. This Agreement is made solely and specifically between and for the benefit of Enel X and you, and no other person or entity shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Entire Agreement; Amendment and Waiver; Conflicts; Headings; other Provisions. This Agreement constitutes the entire agreement between the parties and contains the complete understanding between the parties regarding its subject matter, superseding and merging all prior or contemporaneous oral or written prior agreements, understandings, negotiations, inducements, course of dealing, communications, conditions, representations, warranties or agreements relating thereto, both written and oral. This Agreement may not be amended or modified unless it is mutually agreed in writing. No term may be waived by either party except in writing executed by the party



against whom such waiver is enforced. No waiver by either party of any breach by the other shall be deemed a waiver of any preceding or subsequent breach. The terms and conditions of this Agreement shall be construed as much as possible in a manner that is consistent with one another and to enforce the parties' intent.

Contact Information. All notices and inquiries related to this Agreement may be sent to:

Enel X
846 Bransten Road
San Carlos, California
94070 Tel: 844-584-2329
Email: Support@evcharging.enelx.com